

Nevada State Board of Dental Examiners

Tony Guillen, D.D.S.
President



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

6010 S. Rainbow Boulevard, Building A, Suite 1 • Las Vegas, Nevada 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

January 31, 2008

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 January 20, 2008. I have listed the disciplinary action(s) against the following licensees below. Enclosed for your convenience are copies of the stipulation agreements and/or decisions.

<u>Name</u>	<u>Disciplinary Date</u>
Samuel Thomas, DDS	11/01/2007
William Ursick, DDS	11/01/2007
Darlene Schwarz, RDH	12/06/2007
Mohammad H Soltani, DDS	01/17/2008
Sebastian Glaze', DDS	01/17/2008

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

Sincerely,


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

1 STATE OF NEVADA

2 BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

3
4 NEVADA STATE BOARD
OF DENTAL EXAMINERS, }

5 Complainant,

CASE NO.: 07-1466

6 vs.)

STIPULATION

7 SAMUEL THOMAS, D.D.S.,

8 Respondent. }

9
10 IT IS HEREBY STIPULATED AND AGREED by and between SAMUEL

11 THOMAS, D.D.S. (hereinafter "Respondent"), in proper person, and THE NEVADA
12 STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and through
13 Disciplinary Screening Officer, LARRY FRUGOLI, D.M.D., and the Board's counsel,
14 JOHN A. HUNT, ESQ., of the law firm of WINNER, HUNT & CARSON, P.C. as follows:

15 1 On November 15, 2006, the Board notified Respondent of a verified complaint
16 received from Julie Kim. On November 27, 2006, the Board received Respondent's answer
17 to the complaint.

18 2. Based upon the limited investigation conducted to date, Disciplinary Screening
19 Officer, Larry Frugoli, D.M.D., applying the administrative burden of proof of substantial
20 evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d
21 497, 498 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d
22 1339 (1994), see also NRS 233B.135(3)(e) & NRS 631.350(1), but not for any other purpose,
23 finds there is substantial evidence that Respondent rendered treatment below the standard of
24 care to Julie Kim in violation of NRS 631.3475(4).

25 3. Applying the administrative burden of proof of substantial evidence as set forth
26 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and
27 see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also

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1 NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose,
2 including any subsequent civil action, without obtaining a required permit, the treatment
3 rendered to Julie Kim was below the standard of care in violation of NRS 631.3475(4).

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

- 8 a. Respondent's dental practice shall be monitored for a period of one (1)
9 year from the adoption of this Stipulation. During the one (1) period,
10 Respondent shall allow either the Executive Director of the Board
11 and/or the agent appointed by the Executive Director of the Board to
12 inspect Respondent's records during normal business hours to insure
13 compliance of this Stipulation. During the one (1) year period,
14 Respondent's practice shall be monitored regarding those patients who
15 receive care and treatment for endodontics as it relates to molars and
16 crown and bridge. Such monitoring shall include, but will not be
17 limited to, personally observing endodontic treatment on molars
18 performed by Respondent; also contacting patients who have received
19 endodontic treatment on molars, and access to those patient's records
20 to include pre-operative and post-operative x-rays. In the event
21 Respondent does not actively practice dentistry in the State of Nevada,
22 the monitoring period shall be tolled for the period of inactive practice.

During the one (1) year monitoring period Respondent shall:

- 17 1 Maintain a separate list of any patients who receive endodontic
18 treatment as it relates to molars and crown and bridge. The list
19 shall contain the following:

- 20 a. Name of patient;
21 b. Date of treatment;
22 c. Explanation of treatment rendered; and
23 d. Pre and Post operative x-rays on endodontic patients

24 The information and x-rays requested shall without prior notice be
25 made available for inspection during normal business hours.

- 26 b. Pursuant to NRS 631.350(k), in addition to completing the required
27 continuing education, Respondent shall obtain a total of fourteen (14)
28 additional hours in supplemental education. Fourteen (14) hours of the
supplemental education must be received by clinical demonstration as it
relates to endodontic treatment for molars. 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
attend supplemental education the Executive Director of the Board shall

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

- 19 c. Respondent agrees to reimburse the Board for costs of the investigation
20 and to monitor this Stipulation in the amount of One Thousand Two
21 Hundred (\$1,200.00) Dollars. This amount shall be deposited with the
22 Board within seven (7) days of execution of this Stipulation. If the
23 Board does not adopt this Stipulation the amount of One Thousand Two
24 Hundred (\$1,200.00) Dollars will be returned in full to Respondent.
- 25 d. In the event Respondent fails to deliver any of the payments required
26 pursuant to Paragraph 4(c), Respondent agrees his license to practice
27 dentistry in the State of Nevada shall automatically be suspended
28 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 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 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
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.

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

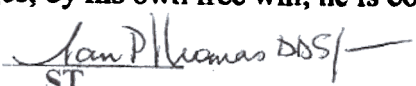
3 **CONSENT**

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

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

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

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

17 9. Respondent acknowledges he has read the Stipulation. Respondent
18 acknowledges he has been advised he has the right to have this matter reviewed by
19 independent counsel and he has had ample opportunity to seek independent counsel.
20 Respondent has been specifically informed he should seek independent counsel and advice
21 of independent counsel would be in Respondent's best interest. Having been advised of his
22 right to independent counsel, as well as had the opportunity to seek independent counsel,
23 Respondent hereby acknowledges, by his own free will, he is consenting to the Stipulation
24 without independent counsel. 
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25 10. Respondent acknowledges he is consenting to this Stipulation voluntarily,
26 without coercion or duress and in the exercise of his own free will

27 1 Respondent acknowledges no other promises in reference to the provisions
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1 contained in this Stipulation have been made by any agent, employec, counsel or any person
2 affiliated with the Nevada State Board of Dental Examiners.

3 12 Respondent acknowledges the provisions in this Stipulation contain the entire
4 agreement between Respondent and the Board and the provisions of this Stipulation can only
5 be modified, in writing, with Board approval.

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

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

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

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

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

3 DATED this 24 day of August, 2007.

4 Sam Thomas D.D.S.
5 SAMUEL THOMAS, D.D.S.
6 Respondent

7 SUBSCRIBED and SWORN to before me
8 this 24 day of August, 2007.

VIRIDIANA GONZALEZ
Notary Public - State of Nevada
Appointment Number 04-92580-2
My Appl. Expires Aug. 4, 2008

9 Viridiana Gonzalez
10 NOTARY PUBLIC

11 APPROVED AS TO FORM & CONTENT

APPROVED AS TO FORM & CONTENT

12 John A. Hunt
13 JOHN A. HUNT, ESQUIRE
14 Winner, Hunt & Carson, P.C.
15 Board Counsel

16 Larry Frugoli
17 LARRY FRUGOLI, D.M.D.
18 Disciplinary Screening Officer/Informal
19 Hearing Officer

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 1st day of November, 2007.

23 NEVADA STATE BOARD OF DENTAL EXAMINERS

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

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
NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Complainant,

STIPULATION

Respondent.

1. Currently, the Board is conducting an investigation into the dental practice of Respondent.
2. On or about October 1, 2003, Respondent and Gemini Ltd., a Nevada professional dental corporation, entered into a Management Services Agreement (hereinafter "Management Agreement") with John H. Hottinger, LLC, a Nevada limited liability company.


Dr. Ursick's initials

1 3. Respondent believed the Management Agreement was in compliance with NRS 631
2 and NAC 631.

3
4 4. N.R.S. § 631.3465 provides, in relevant part, the following acts, among others,
5 constitute unprofessional conduct:

6 3. Associating with or being employed by a person not licensed pursuant
7 to this chapter if that person exercises control over the services offered by the
8 dentist, owns all or part of the dentist's practice or receives or shares the fees
9 received by the dentist who associates with or is employed by a person who
10 owns or controls a dental practice pursuant to NRS 631.385.

11 5. N.R.S. § 63 395 provides, in relevant part, a person is guilty of the illegal practice
12 of dentistry or dental hygiene who:

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

17 11 Aids or abets another in violating any of the provision of this chapter.

18
19 6. Since Respondent entered into the Management Agreement, the Board has addressed
20 similar issues wherein various factors were discussed in relation to N.R.S. §
21 631.3465(3) and/or N.R.S. § 631.395(10). Respondent recognizes the following
22 non-exhaustive list of factors may be considered in determining whether these
23 sections have been violated:

24
25 A. Where a non-licensed person, entity, manager owns or controls patient records;

26 B. The non-licensed person, entity, manager is given a power of attorney or is a
27 signatory to the financial account(s) of a Nevada licensee who owns a Nevada
28

1 dental practice, or where the non-licensed person, entity, manager controls the
2 majority, if not all, of the financial aspects of the dental practice;

3
4 C. Where the compensation paid to the Nevada licensee is based upon production
5 or where the non-licensed person, entity, manager receives the majority of the
6 compensation generated by the dental practice;

7
8 D. The non-licensed person, entity, manager receives or holds title or ownership
9 and has or exercised control over all or substantially all of the tangible assets,
10 leaseholds, and/or goodwill of the dental practice;

11
12 E. The non-licensed person, entity, manager agrees to provide and/or controls
13 dental practice management services, i.e., employing the dental practice's
14 office's non-professional staff, providing payroll, business systems and
15 procedures, purchasing, information system, supplies, marketing, planning,
16 accounts receivable and deposits;

17
18 F. The non-licensed person, entity, manager contracts with the Nevada licensee
19 that the latter is required to provide dentistry services only through the non-
20 licensed person, entity, or manager and/or to devote their full time and
21 attention to such matters;

22
23 G. The non-licensed person, entity, manager operates the dental offices, on a day
24 to day basis, but is also required to maintain the offices.

25
26 7. Via noticed dated February 5, 2007, the Board notified Respondent it had authorized
27 an investigation regarding whether Respondent had violated N.R.S. § 631.3465(2) and
28

1 (3) regarding possible ownership/partnership with non-licensed dentist, John
2 Hottinger, D.D.S., dba Oasis Dental.

3
4 8. John Hottinger, D.D.S., has not been granted a license to practice dentistry in the State
5 of Nevada.

6 9. On March 2, 2007, Respondent requested an extension to file an answer to the
7 authorized investigation. The Board, via correspondence dated March 2, 2007,
8 authorized an extension until March 7, 2007

9
10 10. Via letter dated March 20, 2007, the Board addressed a number of matters, including
11 reminding Respondent of the extension of time to file an answer, addressed N.A.C
12 § 631.350, and advising the matter will be forwarded to a Disciplinary Screening
13 Officer.
14

15 1. On March 31, 2007, the Board received correspondence dated March 26, 2007, from
16 Henry A. Holguin, Esq. of Kelly Lytton & Vann, LLP, of Los Angeles, California,
17 apparently intended as Respondent's answer to the authorized investigation noted in
18 the Board's notice dated February 5, 2007. Mr. Holguin's March 26, 2007, does,
19 however, note "[w]e are in the process of being retained to assist [Respondent], Oasis
20 Dental and Dr. John Hottinger in connection with this matter."
21

22
23 12. Via letter dated May 4, 2007, the Board advised Respondent of the above-referenced
24 written response received on his behalf, a copy of which was forwarded Respondent.
25 The letter also advised the matter has been assigned to a Disciplinary Screening
26 Officer.
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Dr. Ursick's initials

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10. V facsim dated tem er 00 Resp forw fa th

1 Board's counsel addressed his receipt of the Board's Subpoena Duces Tecum and
2 provided a purported copy of a certain 2005 tax return documents for himself and
3 Gemini Dental, Ltd. The September 11, 2007, facsimile also advised Respondent
4 would not be attending the September 14, 2007, informal hearing.
5


6 21. On or about September 13, 2007, the Board received from Oasis Dental certain
7 business license documents
8

9 22. Prior to the scheduled September 14, 2007, informal hearing Respondent and the
10 Board's counsel had certain discussions about the possibility of resolving this matter
11 via Stipulation and, towards that end, it was agreed the September 14, 2007, informal
12 hearing date would be continued.
13

14 23. On September 14, 2007, at the 2:00 p.m. informal hearing, it was placed on the record
15 that the informal hearing was continued in hopes of resolving the pending matters
16

17 24. On September 25, 2007, Respondent was given notice of an Amended Notice to re-
18 scheduling the Informal Hearing for October 30, 2007, at 10:00 a.m. at Board
19 counsel's offices located at 510 South 8th Street, Las Vegas, Nevada, 89101
20

21 25. Based upon the limited investigation conducted to date, Disciplinary Screening
22 Officer Donna Hellwinkel, D.M.D., applying the administrative burden of proof of
23 substantial evidence as set forth in State Emp. Security v. Hilton Hotels, 102 Nev.606,
24 608, 729 P.2d 497, 498 (1986) (see also Minton v. Board of Medical Examiners, 10
25 Nev. 1060, 881 P.2d 1339 (1994); N.R.S. § 233B.135(3)(e), N.R.S. § 631.350(1)) but
26 not for any other purpose, finds there is substantial evidence from October 1, 2003
27
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Dr. Ursick's initials

1 (the date of the Management Agreement) until Respondent terminated his relationship
2 with John H. Hottinger, LLC on or about June 1,, 2007, Respondent unknowingly and
3 without any requisite criminal intent violated NRS 631.3465(3) and NRS
4 631.395(10) & (11) when Respondent allowed John H. Hottinger, LLC to control the
5 following aspects of Respondent's dental practice:
6

7
8 A. The managers for John H. Hottinger, LLC were given control of patient
9 records; and

10 B. The managers for John H. Hottinger, LLC were given a power of attorney and
11 were signatory's to the financial account(s) of the Respondent including but
12 not limited to Respondent's bank accounts; and
13

14 C. John H. Hottinger, LLC owned or otherwise had a collateral interest in the
15 accounts receivable of the Respondent and controlled all of the daily financial
16 aspects of Respondent's dental practice; and
17

18 D. John H. Hottinger, LLC directed, on more than one occasion, how dental
19 treatment of patients be rendered.

20 E. John H. Hottinger, LLC holds title or ownership and has exercised control over
21 all or substantially all of the tangible assets and leaseholds of Respondent's
22 dental practice.
23

24 F. John H. Hottinger, LLC provided management services wherein John H.
25 Hottinger, LLC employed all of the non-licensed personnel at all of the dental
26 practices owned by Respondent. John H. Hottinger, LLC was also responsible
27
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1 for determining any refunds requested by patients. John H. Hottinger, LLC
2 was also responsible for hiring, paying and resolving disputes with dentist and
3 hygienists either employed or working as an independent contractor for
4 Respondent. John H. Hottinger, LLC was responsible for the hiring and
5 terminating the dental practice's office's non-professional staff, providing
6 payroll, business systems and procedures, purchasing, information system,
7 supplies, marketing, planning, accounts receivable and deposits.
8

9
10 G. In light of the Management Agreement and John H. Hottinger, LLC actions in
11 regards to Respondent's dental practice, Respondent was for all intents and
12 purposes, owner on paper only.
13

14 26. Applying the administrative burden of proof of substantial evidence as set forth in
15 State Emp. Security v. Hilton Hotels, 102 Nev.606, 608, 729 P.2d 497, 498 (1986)
16 (see also Minton v. Board of Medical Examiners, 110 Nev. 1060, 881 P.2d 1339
17 (1994); N.R.S. § 233B.135(3)(e), N.R.S. § 631.350(1)), but not for any other purpose,
18 Respondent admits and stipulates the Management Agreement he entered into with
19 John H. Hottinger, LLC unbeknownst to him and without any requisite criminal intent
20 was in violation on N.R.S. § 631.3465(3) and N.R.S. § 631.395(10).
21

22
23 27. Based upon the admissions contained in Paragraphs 25 above, Respondent agrees to
24 the following terms and conditions:
25

26 A. In consideration for the Board waiving any further disciplinary action
27 Respondent's agrees pursuant to NAC 631.160 to voluntarily surrender his
28

1 license to practice dentistry in the State of Nevada. Respondent acknowledges
2 and agrees the Board may accept or reject Respondent offer to voluntarily
3 surrender his license. Respondent acknowledges and agrees the voluntary
4 surrender if accepted by the Board is absolute and irrevocable.
5

6 **B.** Respondent acknowledges, part of the consideration in the Board determining
7 whether or not to accept Respondent's voluntary surrender of license is
8 conditioned upon Respondent providing testimony in any administrative, civil or
9 criminal proceedings relating to the illegal practice of dentistry conduct by
10 John H. Hottinger.
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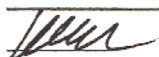
12 **C.** Respondent agrees to reimburse the Board for costs of the investigation and
13 in the amount of two thousand, five hundred (\$2,500.00) dollars. This amount
14 shall be deposited with the Board within thirty (30) days from the adoption of
15 this Stipulation by the Board. In the event Respondent fails to make the
16 payment as required by this paragraph within thirty (30) days of adoption of
17 this Stipulation by the Board, Respondent agrees the amount two thousand,
18 five hundred (\$2,500.00) may be reduced to judgment by any civil process.
19 Respondent agrees the Board shall be entitled to attorney's fees and cost
20 incurred to reduce this sum to judgment.
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27 **G.** Respondent waives any right to have the amounts owed pursuant
28

Paragraphs 27(C) discharged in bankruptcy.

CONSENT

28. Respondent has read all of the provisions contained in this Stipulation and agrees with them in their entirety.
29. 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.
30. 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.
31. Respondent has had adequate opportunity to obtain independent counsel but has chosen not to retain independent counsel. Notwithstanding, Respondent fully understands the facts and has been fully informed of and/or understands all legal rights and liabilities; that after such understanding and knowledge, Respondent believes this Stipulation to be accurate, fair, just, reasonable, and that he signs this Stipulation freely and voluntarily. Respondent understands John A. Hunt, Esq., represents the Board in this matter and is an advocate for its position in this context.
32. Respondent acknowledges he is consenting to this Stipulation voluntarily, without coercion or duress and in the exercise of his own free will.
33. Respondent acknowledges no other promises in reference to the provisions contained


Dr. Ursick's initials

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in this Stipulation have been made by any agent, employee, counsel, or any person affiliated with the Nevada State Board of Dental Examiners.

34. 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

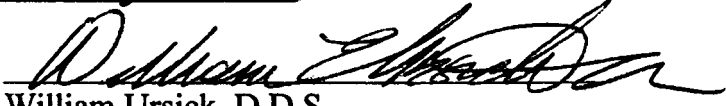
35. The parties agree that neither party shall be deemed to be drafter of this Stipulation and, in the event this Stipulation is ever construed by a court of law or equity, such court shall not construe this Stipulation or any provision hereof against either party as the drafter of the Stipulation. The parties acknowledge that both parties have contributed substantially and materially to the preparation of this Stipulation.

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

37. 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, further disciplinary action may be implemented. 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 disposition of a contested case. Respondent acknowledges and agrees this Stipulation shall be made available to the public inspection and copying. Respondent acknowledges and agrees copies of this Stipulation may be disseminated

1 by the Board to the public, or any licensing board or any agency which is investigating
2 Respondent, including but not limited to any law enforcement agency. Respondent
3 agrees and acknowledges this Stipulation shall be reported to the National
4 Practitioners Data Bank.
5

6 DATED this 10 day of October, 2007.

7 
8 William Ursick, D.D.S.
9 Respondent

10 **ACKNOWLEDGMENT**

11 STATE OF LOUISIANA
12 PARISH ^{SS.}
13 COUNTY OF JEFFERSON

14 On this 10TH day of OCT., 2007, before me the undersigned Notary Public
15 in and for said County and State, personally appeared the **William Ursick, D.D.S.**, known to
16 me (or proven satisfactorily) to be the person described in and who executed the foregoing
17 instrument, and who acknowledged to me that he did so freely and voluntarily and for the
18 uses and purposes therein mentioned.

17 ~~WITNESS my hand and official seal.~~


18 **CYRIL H. REISGEN II**

18 Notary Public

19 Bar # 8231

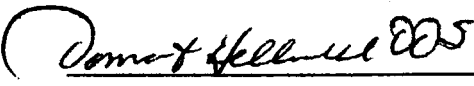
19 Lifetime Commission

20 APPROVED AS TO FORM & CONTENT

21 
22 JOHN A. HUNT, ESQUIRE
23 WINNER, HUNT & CARSON, P.C.
24 Board Counsel

20 
21 NOTARY PUBLIC

20 APPROVED AS TO FORM & CONTENT

21 
22 DONNA HELLWINKEL, D.D.S.,
23 Disciplinary Screening Officer/Informal
24 Hearing Officer

1 The foregoing *Stipulation* in the matter of NEVADA STATE BOARD OF DENTAL
2 EXAMINERS, Complainant, vs. WILLIAM URSICK, D.D.S., Respondent, case no. 06-
3 1496, was
4

5 X approved
6

7
8 disapproved
9

10 by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.

11 DATED this 1ST day of NOVEMBER 2007.

12 NEVADA STATE BOARD OF DENTAL EXAMINERS
13

14 _____
15 TONY GUILLEN, D.D.S.
16 President
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Dr. Ursick's initials

Stipulation: 10/20/07 NEVADA STATE BOARD OF DENTAL EXAMINERS vs. WILLIAM URSICK, D.D.S. Case No. 06-1496

11/02/2007 11:57 FAX 702 471 0110

WINNER HUNT CARSON

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The foregoing *Stipulation* in the matter of NEVADA STATE BOARD OF DENTAL EXAMINERS, Complainant, vs. WILLIAM URSICK, D.D.S., Respondent, case no. 06-1496, was


☒ approved

☐ disapproved

by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.

DATED this 1ST day of NOVEMBER 2007.

NEVADA STATE BOARD OF DENTAL EXAMINERS



TONY GUILLEN, D.D.S
President

DEC 15 2007

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
OF DENTAL EXAMINERS,

Case No. 07-1317

Complainant,

vs.

STIPULATION

DARLENE SCHWARZ, R.D.H.,)

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between Darlene Schwarz, R.D.H. (hereinafter "Respondent"), by and through her attorney, Richard A. Schonfeld, Esq of the law firm Chesnoff & Schonfeld, and The Nevada State Board of Dental Examiners (hereinafter the "Board") by and through its attorney, John A. Hunt, Esq. of the law firm Winner, Hunt & Carson, P.C., as follows:


Currently the Board is conducting an investigating into the dental hygienist practice of Respondent.

2 On May 23, 2006, the Board notified Respondent of an authorized an investigation to determine whether Respondent had violated either N.R.S. § 631.3465(3) and/or N.R.S. §§ 631.395(10) and (11).

3 On June 29, 2006, Veronica M. Sisinger, Esq. filed an answer on behalf of the Respondent.

4. On October 17, 2006, a *Stipulation, Order, Judgment, & Permanent Injunction* was


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R. Schonfeld, Esq.'s initials


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1 filed in the Eighth Judicial District Court, Clark County, Nevada, Case No. A525772; Dept. XX;
2
3
4 Welebir, D.D.S., a/k/a Matt Welebir, D.D.S., an individual; Joseph G. Willardsen, D.S.D., an
5 individual; Thoms Rosaasen, an individual, Defendants (hereinafter "District Court Stipulation
6 and Order"). Respondent executed the same on September 27, 2006.

7 5 Based upon the limited investigation conducted to date, Disciplinary Screening
8 Officer, J. Gordon Kinard, D.D.S., applying the administrative burden of proof of substantial
9 evidence (see *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498
10 (1986); see also *Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994),
11 see also N.R.S. § 233B.135(3)(e), & NRS 631.350(1), but not for any other purpose, finds there
12 is substantial evidence Respondent violated N.R.S. § 631.3465(3) and N.R.S. §§ 631.395(10) and
13
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17 due to Thomas Rosaasen, also a DDA-III member not being licensed to practice dentistry in
18 Nevada. See District Court Stipulation and Order at ¶¶ 3-17.

19 6 Consistent with the District Court Stipulation and Order (see ¶¶ 29-30), and
20 applying the administrative burden of proof of substantial evidence (see *State, Emp. Security v.*
21 *Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); see also *Minton v. Board of Medical*
22 *Examiners*, 10 Nev. 1060, 881 P.2d 339 (1994), see also N.R.S. § 233B.135(3)(e), & NRS
23 631.350(1), Respondent admits having violated N.R.S. § 631.3465(3) and N.R.S. §§ 631.395(10)
24

25 
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1 and (11). The District Court Stipulation and Order executed by Respondent on September 27,

2
3 29. The parties' acknowledge the first (1st) claim for relief alleged in the
4 Board's *Complaint* pertains to violation of N.R.S. § 631.395(10) by Rosaasen. See
5 Board's *Complaint*, at 8:2-17. It is stipulated and agreed, as partly addressed
6 elsewhere herein, Rosaasen is not licensed pursuant to chapter 631 of the Nevada
7 Revised Statutes, is a Member of DDA-III as more fully addressed herein and,
8 therefore, own or controls a dental practice, shares in the fees received by a dentist
9 or controls or attempts to control the services offered by a dentist, in violation of
10 N.R.S. 631.395(10), subjecting himself to being found to be unknowingly in
violation of N.R.S. § 631.400(1)(a). It is further stipulated Rosaasen's actions
constitute an offense against chapter 631 of the Nevada Revised Statutes and the
above-captioned court, as a district court of this county, should issue an injunction
or other appropriate order restraining Rosaasen's future conduct, including but not
necessarily limited to, a permanent injunction pertaining to and restraining such
conduct. See N.R.S. § 631.400, which provides:

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

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

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

10 2. The board may assign such a person specific duties as a
11 condition of renewing his license.

12 3. Whenever a person has engaged or is about to engage in any
13 acts or practice which constitute or will constitute an offense against
14 this chapter, the district court of any county, on application of the
15 board, may issue an injunction or other appropriate order restraining
16 the conduct. Proceedings under this subsection are governed by
17 Rule 65 of the Nevada Rules of Civil Procedure, except that no bond
18 or undertaking is required in any action commenced by the board.

19 Defendant Rosaasen represents and warrants to Plaintiff, its Counsel and this
20 Court, in entering into this Stipulation and Order, that he has never been present
21 at the DDA III office.

22 30. The parties' acknowledge the second (2nd) claim for relief alleged in the
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R. Schonfeld, Esq.'s initials

1 Board's *Complaint* pertains to violation of N.R.S. §§ 631.3465(3) and/or
2 631.395(11) by Schwarz, Welebir, Willardsen, and DDA-III. See Board's
3 *Complaint*, at 8:19 to 9:11. It is stipulated and agreed, as partly addressed
4 elsewhere herein, Schwarz, Welebir, Willardsen, and DDA-III have on two (2)
5 occasions, through execution of the Operating Agreement, and conducting
6 business as a dental practice at the DDA III office location, each unknowingly
7 aided and abetted another and/or others in violating provision of chapter 631 of the
8 Nevada Revised Statutes, including, but not necessarily limited to¹, each of them
9 unknowingly aiding and abetting Rosaasen in the illegal practice of dentistry and
10 engaging in unprofessional conduct, as more fully referenced herein, subjecting
11 Schwarz, Welebir, Willardsen, and DDA-III constituting a violation of Chapter
12 631 and subject to the penalties set forth pursuant to N.R.S. § 631.400(1)(a). See
13 also N.R.S. §§ 631.3465(3) and/or 631.395(11). It is further stipulated Schwarz,
14 Welebir, Willardsen, and DDA-III's actions constitute an offense against chapter
15 631 of the Nevada Revised Statutes and this court, as a district court of this
16 county, should issue a permanent injunction pertaining to and restraining such
17 further conduct, pursuant to N.R.S. § 631.400.

18 Id., ¶¶ 29-30

19 7. Based upon the limited investigation conducted to date, Disciplinary Screening
20 Officer, J. Gordon Kinard, D.D.S., applying the administrative burden of proof of substantial

21 10 Nev. 1060, 881 P.2d 1339 (1994),

22 is substantial evidence on more than one occasion Respondent violated NRS 631.395(9) when
23 Respondent diagnosed patient treatment beyond the scope of the duties authorized to be
24 performed by a dental hygienists as set forth in NRS 631.310; NRS 631.313; NRS 631.317; &
25 NAC 631.210.

26 ¹This includes Schwarz ownership or control of (i.e., via the DDA-III Operating Agreement) a
27 dental practice (i.e., DDA-III), sharing in the fees received by a dentist or controls or attempts
28 to control the services offered by a dentist, in violation of N.R.S. 631.395(10), N.R.S. §
29 631.3465(3) and/or N.R.S. § 631.395(11).

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1 8. Applying the administrative burden of proof of substantial evidence as set forth
2 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see
3 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also NRS
4 233B.135(3)(e) & NRS 631.350(1), Respondent admits, on more than one occasion Respondent
5 violated NRS 631.395(9) when Respondent diagnosed patient treatment beyond the scope of the
6 duties authorized to be performed by a dental hygienists as set forth in NRS 631.310; NRS
7 631.313; NRS 631.317; & NAC 63 210.

8 9. Based upon the limited investigation conducted to date, Disciplinary Screening
9 Officer, J. Gordon Kinard, D.D.S., applying the administrative burden of proof of substantial
10 evidence (see *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498
11 (1986); see also *Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994),
12 see also N.R.S. § 233B.135(3)(e), & NRS 63 350(1) but not for any other purpose, finds there
13 is substantial evidence, Respondent on more than one occasion violated NRS 631.3475(4) when
14 Respondent failed to implement proper sterilization procedures in order to prevent patients from
15 being exposed to cross contamination.

16 10. Applying the administrative burden of proof of substantial evidence as set forth
17 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and see
18 *Minton v. Board of Medical Examiners*, 10 Nev. 1060, 881 P.2d 1339 (1994), see also NRS
19 233B.135(3)(e) & NRS 631.350(1), Respondent admits, on more than one occasion Respondent
20 violated NRS 631.3475(4) when Respondent failed to implement proper sterilization procedures
21 on more than one occasion thereby exposing patient to cross contamination.

22 11. Based upon the limited investigation conducted to date, Disciplinary Screening
23
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1 Officer, J. Gordon Kinard, D.D.S., applying the administrative burden of proof of substantial
2 evidence (see *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498
3 (1986); see also *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994),
4 see also N.R.S. § 233B.135(3)(e), & NRS 631.350(1) but not for any other purpose, finds there
5 is substantial evidence, Respondent violated NAC 631.230(1)(a) when Respondent caused a
6 patient record to be falsely altered.

7 12. Applying the administrative burden of proof of substantial evidence as set forth
8 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); *and see*
9 *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), *see also* NRS
10 233B.135(3)(e) & NRS 631.350(1), Respondent admits violated NAC 631.230(1)(a) when
11 Respondent caused a patient record to be falsely altered.

12 13 Pursuant to NRS 631.350(b) based upon the admissions contained in Paragraphs
13 6, 8, 10, and 12 above, Respondent agrees her license to practice dental hygiene in the State of
14 Nevada will be suspended for a period of six (6) months from adoption of this stipulation
15 However, the six (6) month suspension shall be stayed pending Respondent successfully
16 completing the terms and conditions set forth below. In the event Respondent successfully
17 completes the terms and conditions set forth below Respondent's license to practice dental
18 hygiene in the State of Nevada shall be reinstated to good standing. The agreed upon terms and
19 conditions are as follows
20

- 21 A. Pursuant to NRS 631.350(1)(d) Respondent agrees her dental hygienist
22 practices shall be placed on probation for a period of one (1) year
23 subsequent to the adoption of the Stipulation by the Board. During the one
24 (1) year probationary period, Respondent shall allow either the Executive
25 Director and/or an agent appointed by the Executive Director to inspect

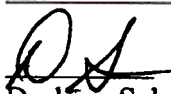
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Darlene Schwarz's initials


R. Schonfeld, Esq.'s initials

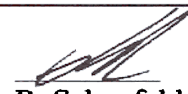
DEC 15 2007

Respondent's dental hygienist practice records and any business/financial records relating to Respondent during normal business hours to ensure compliance of this Stipulation.

- B. Respondent agrees during the one (1) year probationary period should the Executive Director receive substantial evidence of a subsequent violation of either N.R.S. § 631.395(9), or (10), or (11), or N.R.S. § 631.3465(3) and/or N.A.C. § 631.230(1)(a), any such violation shall be deemed a willful violation of N.R.S. § 631.3485(1). Thereafter, the Executive Director, without any further hearing or action by the Board, shall issue an order suspending Respondent's license to practice dental hygiene 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 hereby 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 her privilege to practice dental hygiene in the State of Nevada pending a final Board hearing.
- C. Pursuant to NRS 631.350(1)(e), this Stipulation shall be deemed a public reprimand based upon Respondent's violation of N.R.S. § 631.395(9)(10), (11), N.R.S. § 631.3465(3) and N.A.C. § 631.230(1)(a).
- D. Pursuant to N.R.S. § 631.350(1)(c), Respondent shall pay a fine to the Board in the amount of One Hundred Dollars (\$100.00). This amount shall be deposited with the Board upon execution of this Stipulation. If the Board does not adopt this Stipulation the One Hundred Dollars paid 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 to monitor this Stipulation in the amount of One Thousand Two Hundred (\$1,200.00) Dollars. This amount shall be deposited with the Board upon execution of this Stipulation. If the Board does not adopt this Stipulation the One Thousand Two Hundred (\$1,200.00) Dollars paid will be returned in full to Respondent. This amount shall not be reported to the National Practitioners Data Bank.
- F. In the event Respondent fails to deliver any of the payments required pursuant to Paragraph 13(D), or 13(E) Respondent agrees her license to practice dental hygiene 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



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R. Schonfeld, Esq.'s initials

1 include any checks returned for insufficient funds. Respondent agrees to
2 the payment of twenty-five dollars (\$25.00) for each day Respondent fails
3 to deliver any of the payments required by Paragraph(s) 13(D), or 13(E).
4 Respondent may cure any default regarding the payments set forth in
5 Paragraph 13(D), or 13(E), by delivering to the Board's Executive Director
6 the total amount in default, plus the twenty-five dollar (\$25.00) per day
7 assessment. Upon receipt of payment in full of any amount in default, plus
8 the twenty-five dollar (\$25.00) per day assessment, the Executive Director
9 shall without any further action of the Board reinstated Respondent's
10 license to practice dental hygiene in the State of Nevada, assuming there
11 are no other violations of any of the provisions contained in this
12 Stipulation. Respondent agrees to waive any right to seek injunctive relief
13 from either the Nevada Federal District Court or the Nevada State District
14 Court to reinstate her license prior to curing any default on the amounts due
15 and owing. Respondent shall also be responsible for any costs or attorney's
16 fees incurred in the event the Board has to seek injunctive relief to prevent
17 Respondent from practicing dental hygiene during the period

18 G. Pursuant to N.R.S. § 631.350(1)(j), Respondent shall retake the
19 jurisprudence test as required by N.R.S. § 631.240(2) on the contents and
20 interpretation of chapter 631 of the Nevada Revised Statutes and Nevada
21 Administrative Code. Respondent shall have ninety (90) days,
22 commencing upon adoption of this Stipulation, to complete the re-
23 examination. The jurisprudence examination is administered on the first
24 Monday of each month at 10:00 a.m. and 2:00 p.m. at the Board's office.
25 Respondent shall contact the Board to schedule a time to submit to the re-
examination. In the event Respondent fails to successfully complete the re-
examination within ninety (90) days of adoption of this Stipulation,
Respondent agrees her license to practice dental hygiene in the State of
Nevada shall be automatically suspended without any further action of the
Board other than issuance of an order by the Executive Director. Upon
successful completion of the re-examination, Respondent's license to
practice dental hygiene in the State of Nevada will be automatically
reinstated, assuming all other provisions of this Stipulation are in
compliance. Respondent agrees to and does hereby 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's failure to comply with
Paragraph 13(G). Respondent shall also be responsible for any costs or
attorney's fees incurred in the event the Board seeks injunctive relief to
prevent Respondent from practicing dental hygiene during the period
Respondent's license is automatically suspended.


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1 H. Respondent further agrees during the one (1) year probationary period as
2 set forth in paragraph 13A, Respondent shall submit a copy of this
3 Stipulation to any employer. Failure to do so shall be deemed
4 unprofessional conduct. In the event the Executive Director receives
5 substantial evidence that Respondent has failed to submit the Stipulation
6 to a prospective employer prior to employment, Respondent's license shall
7 automatically be suspended without any further action of the Board other
8 than the issuance of an Order by the Executive Director. Thereafter,
9 Respondent may request a hearing before the Board, but during the
10 pendency of the hearing before the Board, Respondent waives any rights
11 to seek judicial review to reinstate her privilege to practice dental hygiene
12 in the State of Nevada pending a final Board hearing.

8 I. It is agreed this Stipulation shall not be construed as an admission of civil
9 or criminal liability of the part of the Respondent, and may not be used as
10 a basis for any civil litigation or criminal charges of any kind.

10 J. In consideration for entering into this stipulation should the Board receive
11 a verified complaint(s) during the probationary period regarding treatments
12 rendered by Respondent while she was either a member and/or an
13 employee of Desert Dental Associates III, LLC, such complaints shall be
14 processed pursuant to the following terms and conditions:

- 13 (i). Upon Respondent receiving notice of a verified
14 complaint(s) and subsequent to an answering of the
15 complaint, Respondent agrees to comply with the decision
16 rendered by the Board's assigned Disciplinary Screening
17 Officer without hearing wherein the Disciplinary
18 Screening Officer finds Respondent's treatment of the
19 complainant was below the standard of care, entitling the
20 complainant to reimbursement for the services rendered
21 by Respondent. The reimbursement amount must be
22 based upon written proof of payment by the complainant
23 including but not limited to insurance payments made to
24 Desert Dental Associates III, LLC. Payment shall be
25 made within sixty (60) days of the Disciplinary Screening
Officer's decision. Respondent waives any right to appeal
the Disciplinary Screening Officer's decision regarding
reimbursement to either the Board, Federal District Court,
or State of Nevada District Court regarding the decided
amount(s) for reimbursement(s). The parties agree the
authority to order reimbursement is limited to the services
rendered by Respondent for the period of time



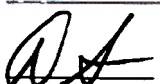
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Respondent was either a member and/or an employee of Desert Dental Associates III, LLC. Should Respondent fail to reimburse patients of verified complaints as ordered by the Disciplinary Screening Officer within sixty (60) days of the Disciplinary Screening Officer rendering his decision, Respondent agrees Complainant may reduce those sums to judgment. by any Nevada State District Court where the complainant resides. Respondent may also be responsible for any costs or attorney's fees incurred to reduce to judgment those amounts ordered by the Disciplinary Screening Officer. In the event Respondent fails to reimburse patients of verified complaints as ordered by the Disciplinary Screening Officer within sixty (60) days of the Disciplinary Screening Officer rendering a decision the Executive Director, shall automatically without any further action by the Board, issue an order suspending Respondent's license to practice dentistry in the State of Nevada until such time Respondent pays the ordered reimbursement amount . Upon receipt of written proof Respondent has paid the ordered amount 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 her license prior Respondent paying the ordered reimbursement amount(s).

- ii. In consideration for the Respondent reimbursing possible future the complainant(s) pursuant to the terms set forth in paragraph 13K(i) the Board waives it right to investigate Respondent for any violation(s) of either NRS 631 or NAC 631 regarding those patients who Respondent rendered services while either a member and/or an employee Desert Dental Associates III, LLC.
- iii. Respondent acknowledges nothing in this stipulation is to be deemed a waiver of the Board's right to investigate Respondent for violation(s) of any of the provisions of either NRS 631 or NAC 631 based upon services which were not rendered while Respondent was either a



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member and/or an employee of Desert Dental Associates
III, LLC .

K. 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.

L. Respondent waives any right to have the amounts owed pursuant
Paragraphs 13(D), or 13(E), discharged in bankruptcy.

CONSENT

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

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

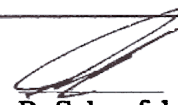
16. Respondent expressly waives any right to challenge the Board for bias in

7. 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 judicial review, whether or
judicial review is sought in either the State or Federal District Court(s).

18. Respondent has reviewed the Stipulation with her attorney, Richard A.
Schonfeld, Esquire, who has explained each and every provision contained in this Stipulation



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R. Schonfeld, Esq.'s initials

DEC 15 2007

1 to the Respondent.

2 19. Respondent acknowledges she is consenting to this Stipulation voluntarily,

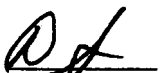
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4 20. Respondent acknowledges no other promises in reference to the provisions
5 contained in this Stipulation have been made by any agent, employee, counsel or any person
6 affiliated with the Nevada State Board of Dental Examiners.

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

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

13 23. Respondent and the Board agree that neither party shall be deemed the drafter
14
15
16
17
18 substantially and materially to the preparation of this Stipulation. The parties acknowledge and
19 agree this Stipulation is the joint effort of each of the parties and in the event of any dispute
20 regarding the construction of any terms herein, it shall not be construed strictly in favor or
21 against either party.

22 24. Respondent specifically acknowledges by her signature herein and her initials
23 at the bottom of each page of this Stipulation, she has read and understands its terms and
24

25 

Darlene Schwarz's initials



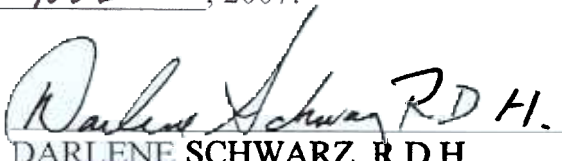
R. Schonfeld, Esq.'s initials

DEC 15 2007

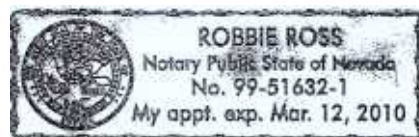
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3 25. Respondent acknowledges in the event the Board adopts this Stipulation, this
4
5 such judicial review is preformed by either the State or Federal District Court(s).

6 26. This Stipulation will be considered by the Board in an open meeting. It is
7 understood and stipulated the Board is free to accept or reject the Stipulation and, if the
8 Stipulation is rejected by the Board, further disciplinary action may be implemented. This
9 Stipulation will only become effective when the Board has approved the same in an open
10 meeting. Should the Board adopt this Stipulation, such adoption shall be considered a final
11 disposition of a contested case and will become a public record and shall be reported to the
12 National Practitioners Data Bank.
13

14 DATED this 5th day of Nov, 2007.

15 
16 DARLENE SCHWARZ, R.D.H.
17 RESPONDENT

18 SUBSCRIBED and SWORN to before me
19 this 5TH day of NOVEMBER, 2007.




Darlene Schwarz's initials


R. Schonfeld, Esq.'s initials

DEC 15 2007

APPROVED AS TO FORM & CONTENT

APPROVED AS TO FORM & CONTENT

2
3 JOHN A. HUNT, ESQ.
4 Complainant's attorney

J. GORDON KINARD, D.D.S.
Disciplinary Screening Officer

APPROVED AS TO FORM & CONTENT

6
7 RICHARD A. SCHONFELD, ESQ.
8 Respondent's attorney

The foregoing Stipulation was:

9 ☒ approved

10 ☐ disapproved

11
12 by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.

13 DATED this 6TH day of DECEMBER, 2007.

NEVADA STATE BOARD OF DENTAL EXAMINERS

14
15
16 TONY GULLEN, D.D.S., President

25 Darlene Schwarz's initials

R. Schonfeld, Esq.'s initials

1 **NEOJ**

2 John A Hunt, Esq.

3 Nevada Bar No. 1888

4 **RALEIGH, HUNT & MCGARRY, P.C.**

5 112 Garces Avenue, Second Floor

6 Las Vegas, Nevada 89101-6616

7 ph. (702) 386-4842; fax (702) 386-5990

8 Attorneys for Plaintiff

FILED

OCT 10 3 26 PM '06

Shirley D. Thompson
CLERK

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 **NEVADA STATE BOARD OF DENTAL)**
12 **EXAMINERS,)**

13 **Plaintiff,**

Case No. : A525772

Dept. No.: XX

14 **vs.**

15 **DESERT DENTAL ASSOCIATES III, LLC,)**
16 **a Nevada limited liability company;)**
17 **DARLENE SCHWARZ, an individual;)**
18 **MATTHEW D. WELEBIR, D.D.S., a/k/a)**
19 **MATT WELIBIR, D.D.S.; an individual;)**
20 **JOSEPH G. WILLARDSSEN, D.D.S., an)**
21 **individual; THOMAS ROSAASEN, an)**
22 **individual,)**

23 **Defendants.**

24 **NOTICE OF ENTRY OF STIPULATION, ORDER, JUDGMENT,**
25 **& PERMANENT INJUNCTION**

26 **TO: ALL PARTIES and THEIR COUNSEL OF RECORD:**

27 **YOU, AND EACH OF YOU WILL PLEASE TAKE NOTICE that a Stipulation, Order,**
28 **Judgment & Permanent Injunction was entered in the above-entitled matter on October 17, 2006, a copy**

29 **///**

30 **///**

31 **///**

of which is attached hereto.

Dated this day of October, 2006.

RALEIGH, HUNT & MCGARRY, P.C.


John A. Hunt, Esq.

Nevada Bar No. 1888

112 Garces Avenue, Second Floor

Las Vegas, Nevada 89101-6616

ph. (702) 386-4842; fax (702) 386-5990

Attorney for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that on the 19TH day of October, 2006, I mailed a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION, ORDER, JUDGMENT, & PERMANENT INJUNCTION** in the U.S. Mail, postage prepaid to:

Puonyarat K. Premsrirut, Esq.

GOODMAN, BROWN, AND PREMSRIRUT

520 South Fourth Street, Suite 320

Las Vegas, Nevada 89101

ph. (702) 384-5563; fax (702) 385-3939

Attorney for Defendants

Desert Dental Associates III, LLC,

Matthew Welebir D.D.S, and Thomas Rosaasen

Alycia K. Hansen, Esq.

SYVESTER & POLEDNAK, LTD.

7371 Prairie Falco, #120

Las Vegas, Nevada 89128

ph. (702) 952-5200; fax (702) 952-5205

Attorney for Defendant

Joseph Willardsen, DDS

Veronica Sisinger, Esq.

DEMPSEY ROBERTS & SMITH, LTD.

520 South Fourth Street, Suite 360

Las Vegas, Nevada 89101

ph. (702) 388-1216; fax (702) 388-2514

Attorney for Defendant Darlene Schwarz


Employee of RALEIGH, HUNT & MCGARRY, P.C.

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SAO

John A Hunt, Esq.

Nevada Bar No. 1888

RALEIGH, HUNT & MCGARRY, P.C.

112 Garces Avenue, Second Floor

Las Vegas, Nevada 89101-6616

ph. (702) 386-4842; fax (702) 386-5990

Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NEVADA STATE BOARD OF DENTAL)
EXAMINERS,)

Plaintiff,

Case No. : A 525772

Dept. No.: XX

vs.

DESERT DENTAL ASSOCIATES III, LLC, a)
Nevada limited liability company; DARLENE)
SCHWARZ, R.D.H. an individual; MATTHEW)
D. WELEBIR, D.D.S., a/k/a MATT WELEBIR,)
D.D.S.; an individual; JOSEPH G.)
WILLARDSSEN, D.D.S., an individual; THOMAS)
ROSAASEN, an individual,)

**STIPULATION, ORDER,
JUDGMENT, & PERMANENT
INJUNCTION**

Defendants.
_____)
)

Plaintiff, Nevada State Board of Dental Examiners (hereinafter referred to as "the Board" see
N.R.S. § 631.020), by and through its attorney, John A. Hunt, Esq., of the law firm RALEIGH, HUNT &
MCGARRY, P.C., and Defendants Desert Dental Associates III, LLC, a Nevada limited liability
company, Matthew D. Welebir a/k/a Matt Welebir, D.D.S., and Thomas Rosaasen, each individually
and by and through their attorney, Puonyarat K. Premsrirut, Esq. of the law firm GOODMAN, BROWN,
& PREMSRIRUT, Defendant Joseph G. Willardsen, D.D.S., individually and through his attorney Alycia
Hansen, Esq., of the law firm SYLVESTER & POLEDNAK, LTD. , and Defendant Darlene Schwarz,
individually and through her attorney Veronica Sisinger, Esq., of the law firm DEMPSEY ROBERTS &

SMITH, LTD. hereby stipulate, acknowledge, and agree as follows:

1. The parties acknowledge the Board filed its *Verified Complaint* in the above-referenced matter on August 2, 2006, as well as its *Motion for Preliminary Injunction* which was set for hearing at 8:30 a.m. on September 5, 2006.
2. The parties acknowledge and stipulate the Board is empowered to enforce the provisions of Chapter 631 of the Nevada Revised Statutes. N.R.S. § 631.190.
3. Defendant, Darlene Schwarz, R.D.H. ("Schwarz"), acknowledges and stipulates at all times relevant herein she was and is a resident of the County of Clark, State of Nevada; an individual over the age of majority; not in the service of the United States military; and not an incompetent
4. Defendant, Matthew D. Welibir, D.D.S., a/k/a Matt Welebir, D.D.S. ("Welebir"), acknowledges and stipulates at all times relevant herein he was and is a resident of the County of Clark, State of Nevada; an individual over the age of majority; not in the service of the United States military; and not an incompetent.
5. Defendant, Joseph G. Willardsen, D.D.S. ("Willardsen"), acknowledges and stipulates at all times relevant herein he was and is a resident of the County of Clark, State of Nevada; an individual over the age of majority; not in the service of the United States military; and not an incompetent.
6. Defendant, Thomas Rosaasen ("Rosaasen"), acknowledges and stipulates at all times relevant herein he was and is a was a resident of the County of San Bernadino, State of California; an individual

1 over the age of majority; not in the service of the United States military; and not an incompetent.

2
3 7. Defendant, Desert Dental Associates III, LLC ("DDA-III"), acknowledges and stipulates at all
4 times relevant herein it was a Nevada limited liability company.

5
6 8. It is stipulated and agreed at all relevant times herein DDA-III is and/or was holding itself out
7 to the public as a business to the general public conducting business at 715 Mall Ring Circle, Suite 200,
8 Henderson Nevada, 89104.

9
10 9. It is stipulated and agreed the Board, pursuant to N.R.S. § 631.190(6), keeps a register of all
11 dentists and dental hygienists licensed in the State of Nevada; said register contains the names,
12 addresses, license numbers, and renewal certificate numbers of said dentists and dental hygienists.

13
14 10. It is stipulated and agreed Schwarz has submitted herself to the disciplinary powers of the Board
15 as she possesses a license as a registered dental hygienist issued by the Board (license #2313; license
16 date: 7/14/85). See N.R.S. § 631.070.

17
18 11. It is stipulated and agreed Welebir has submitted himself to the disciplinary powers of the Board
19 as he possesses a license as a dentist issued by the Board (license #4069; license date: 10/22/01). See
20 N.R.S. § 631.070.

21
22 12. It is stipulated and agreed Willardsen has submitted himself to the disciplinary powers of the
23 Board as he possesses a license as a dentist issued by the Board (license #3747; license date: 1/17/01).
24 See N.R.S. § 631.070.



1 13. It is stipulated and agreed at all times relevant herein Schwarz was not a legally qualified
2 physician or surgeon. See N.R.S. § 631.390(1)

3
4 14. It is stipulated and agreed at all times relevant herein Schwarz was not a dentist of the United
5 States Army, Navy, Air Force, Public Health Service, Coast Guard or Department of Veterans Affairs.
6 See N.R.S. § 631.390(2)

7
8 15. It is stipulated and agreed Rosaasen has submitted himself to the disciplinary powers of the
9 Board, by having an ownership interest in DDA III without a license and/or unknowingly aiding or
10 abetting another in violation of the provisions of chapter 631 of the Nevada Revised Statutes.

11
12 16. It is stipulated and agreed Rosaasen was not, at all relevant times herein, a legally qualified
13 physician or surgeon. See N.R.S. § 631.390(1)

14
15 17. It is stipulated and agreed at all times relevant herein Rosaasen was not a dentist or dental
16 hygienist of the United States Army, Navy, Air Force, Public Health Service, Coast Guard or
17 Department of Veterans Affairs. See N.R.S. § 631.390(2)

18
19 18. It is stipulated and agreed DDA-III has submitted itself to the disciplinary powers of the Board
20 by its Managers and Members unknowingly aiding and/or abetting another in violating the provisions
21 of chapter 631 of the Nevada Revised Statutes.

22
23 19. It is stipulated and agreed DDA-III was formed as a limited liability company by its Members
24 Welebir, Willardsen, Schwarz, and Rosaasen by way of filing its Articles of Organization, and entering
25 into an Operating Agreement dated September 1, 2003.

1 20. It is stipulated and agreed a true and accurate copy of the "Operating Agreement of Desert
2 Dental Associates, LLC III" as referenced in the preceding paragraph is attached to the Board's
3 *Complaint* filed August 2, 2006, as Exhibit 1 (hereinafter "DDA-III Operating Agreement").
4

5 21. It is stipulated and agreed the DDA-III Operating Agreement at Paragraph 1 provides

6 **Purpose.** The primary purpose of the LLC is the practice of dentistry and to engage in
7 the any and all general business activities related to or incident to that purpose.

8 See the Board's *Complaint*, Exhibit 1, at pg. 1.

9 22. It is stipulated and agreed DDA-III represented in papers filed with the Eighth Judicial District
10 Court, Clark County, Nevada, its "sole business purpose is to own and conduct a dental practice,
11 treating patients in the Las Vegas area, with its office location at 715 Mall Ring Circle - Suite 200,
12 Henderson, Nevada 89014 []." See *Emergency Ex Parte Application for Temporary Restraining Order*
13 *and Motion for Preliminary Injunction On Order Shortening Time* at 7:9-12, which was filed by DDA-
14 III on March 7, 2006, in Case No. A518990, Dept. X, styled Desert Dental Associates III, LLC v.
15 Darlene Schwarz, et. al.
16

17 23. It is stipulated and agreed the DDA-III Operating Agreement at Paragraph 6 and 7 provides:

18 **Profits and Losses.** The net profits of the LLC shall be shared in accordance with
19 Schedule A and the losses of the LLC shall be borne equally by the Members.

20 **Salaries and Draws.** Members shall draw salary and make other withdrawals from the
21 LLC upon written or oral agreement among the Members and in accordance with
22 Schedule B.

23 See Board's *Complaint*, Exhibit 1, at pg
24

25 24. It is stipulated and agreed Schedule A to the DDA-III Operating Agreement provides, in
pertinent part

NAME OF MEMBER

PERCENTAGE OWNERSHIP

Matthew Welebir, DDS

25%

Thomas Rosaasen

25%

Joe Willardsen, DDS

25%

Darlene Schwarz, RDH

25%

See Board's Complaint, Exhibit 1, Schedule A.

25. It is stipulated and agreed Schedule B to the DDA-III Operating Agreement provides, in pertinent part:

NAME OF MEMBER

SALARY AND/OR DRAW

Matthew Welebir, DDS

Base salary plus tiered
collections-based commission
compensation

Quarterly profit
distribution/dividends

Thomas Rosaasen

Quarterly profit
distribution/dividends

Darlene Schwarz

Base salary plus tiered
collections-based commission
compensation

Quarterly profit
distribution/dividends

Joe Willardsen, DDS

Base salary plus tiered
collections-based commission
compensation

Quarterly profit
distribution/dividends

See Board's Complaint, Exhibit 1, Schedule B.

Defendants, in entering into this Stipulation and Order, each affirmatively represent and warrant to Plaintiff, its counsel and this Court, that no Member at any time, received any profits, distribution, referral fees or commission from DDA-III. Only Defendant Darlene Schwarz received a salary for performing services as a dental hygienist, licensed pursuant to

1 NRS Chapter 631.

2 26. It is stipulated and agreed the DDA-III Operating Agreement at Paragraph 9 provides, in
3 pertinent part:

4 Except as otherwise expressly provided in this Agreement, the Members shall have
5 equal rights in the management of the LLC business.

6 See Board's Complaint, Exhibit 1, at pg. 2

7 Defendants, in entering into this Stipulation and Order, each affirmatively represent and
8 warrant to Plaintiff, its counsel and this Court, that Defendants Rosaasen and Schwarz have
9 voluntarily relinquished all rights, title and interest to any Membership Interest in DDA-III, and
10 have tendered their resignations to DDA-III as filed with the Nevada Secretary of State as of
11 August 18, 2006. *See* Certificates of Resignation for Rosaasen and Schwarz, and Nevada
12 Secretary of State database excerpt, attached hereto as Defendants' Exhibit "1"

13 Defendants further represent and warrant that the sole remaining Members of DDA-III
14 are Matthew Welebir, DDS and Joseph Willardsen, DDS, both of which are licensed to practice
15 dentistry pursuant to NRS Chapter 631 *See* Consent Resolution of DDA-III, attached hereto
16 as Defendants' Exhibit "2"

17 Defendants further represent and warrant that the Operating Agreement as set forth in
18 paragraphs 19 through 26 of this Stipulation and Order has been cancelled by and through the
19 execution of an Amended and Restated Operating Agreement (the "Amended Operating
20 Agreement"). The Amended Operating Agreement precludes any individual or entity from
21 becoming a Member of DDA-III unless said individual or entity is duly licensed pursuant to
22 Chapter 631 of the Nevada Revised Statutes. *See* Article IV, Section 4. "Membership
23 Criteria", page. 2, Amended Operating Agreement, attached hereto as Defendants' Exhibit "3"

24 27. N.R.S. § 631.3465 provides, in part:
25

1 The following acts, among others, constitute unprofessional conduct:

2 ***

- 3 **3** Associating with or being employed by a person not licensed pursuant to this
4 chapter if that person exercises control over the services offered by the dentist,
5 owns all or part of the dentist's practice or receives or shares the fees received
6 by the dentist. The provision of this subsection do not apply to a dentist who
7 associates with or is employed by a person who owns or controls a dental
8 practice pursuant to NRS 631.385.

9 **28. N.R.S. § 631.395, Acts constituting illegal practice of dentistry, provides, in part:**

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

11 ***

- 12 **10** Except as otherwise provided in NRS 631.385, own or controls a dental practice,
13 shares in the fees received by a dentist or controls or attempts to control the
14 services offered by a dentist if the person is not himself licensed pursuant to this
15 chapter; or

- 16 **11** Aids or abets another in violating any of the provision so fo this chapter.

17 **29.** The parties' acknowledge the first (1st) claim for relief alleged in the Board's *Complaint* pertains
18 to violation of N.R.S. § 631.395(10) by Rosaasen. See Board's *Complaint*, at 8:2-17. It is stipulated
19 and agreed, as partly addressed elsewhere herein, Rosaasen is not licensed pursuant to chapter 631 of
20 the Nevada Revised Statutes, was a Member of DDA-III as more fully addressed herein and, therefore,
21 owned or controlled a dental practice, shared in the fees received by a dentist or controlled or attempted
22 to control the services offered by a dentist, unknowingly in violation of N.R.S. 631.395(10), subjecting
23 himself to being found to be unknowingly in violation of N.R.S. § 631.400(1)(a). It is further stipulated
24 Rosaasen's actions constitute an offense against chapter 631 of the Nevada Revised Statutes and the
25 above-captioned court, as a district court of this county, should issue an injunction or other appropriate
order restraining Rosaasen's future conduct, including but not necessarily limited to, a permanent
injunction pertaining to and restraining such conduct. See N.R.S. § 631.400, which provides:

- 1 1 A person who engages in the illegal practice of dentistry in this state, or who
2 practices or offers to practice dental hygiene in this state without a license, or
3 who, having a license, practices dental hygiene in a manner or place not
4 permitted by the provisions of this chapter;
5 (a) If it is his first or second offense, is guilty of a gross misdemeanor.
6 (b) If it is his third or subsequent offense, is guilty of a category D
7 felony and shall be punished as provided in NRS 193.130.
8 2. The board may assign such a person specific duties as a condition of renewing
9 his license.
10 3. Whenever a person has engaged or is about to engage in any acts or practice
11 which constitute or will constitute an offense against this chapter, the district
12 court of any county, on application of the board, may issue an injunction or other
13 appropriate order restraining the conduct. Proceedings under this subsection are
14 governed by Rule 65 of the Nevada Rules of Civil Procedure, except that no
15 bond or undertaking is required in any action commenced by the board.

16 Defendant Rosaasen represents and warrants to Plaintiff, its Counsel and this Court, in
17 entering into this Stipulation and Order, that he has never been present at the DDA-III office.

18 30. The parties' acknowledge the second (2nd) claim for relief alleged in the Board's *Complaint*
19 pertains to violation of N.R.S. §§ 631.3465(3) and/or 631.395(11) by Schwarz, Welebir, Willardsen,
20 and DDA-III. See Board's *Complaint*, at 8:19 to 9:11. It is stipulated and agreed, as partly addressed
21 elsewhere herein, Schwarz, Welebir, Willardsen, and DDA-III have on two (2) occasions, through
22 execution of the Operating Agreement, and conducting business as a dental practice at the DDA III
23 office location, each unknowingly aided and abetted another and/or others in violating provision of
24 chapter 631 of the Nevada Revised Statutes, including, but not necessarily limited to¹, each of them
25 unknowingly aiding and abetting Rosaasen in the illegal practice of dentistry and engaging in
unprofessional conduct, as more fully referenced herein, subjecting Schwarz, Welebir, Willardsen, and
DDA-III constituting an unknowing violation of Chapter 631 and subject to the penalties set forth
pursuant to N.R.S. § 631.400(1)(a). See also N.R.S. §§ 631.3465(3) and/or 631.395(11). It is further

¹This includes Schwarz ownership or control of (i.e., via the DDA-III Operating Agreement) a dental practice (i.e., DDA-III), sharing in the fees received by a dentist or controls or attempts to control the services offered by a dentist, in violation of N.R.S. 631.395(10), N.R.S. § 631.3465(3) and/or N.R.S. § 631.395(11).

1 stipulated Schwarz, Welebir, Willardsen, and DDA-III's actions constitute an offense against chapter
2 631 of the Nevada Revised Statutes and this court, as a district court of this county, should issue a
3 permanent injunction pertaining to and restraining such further conduct, pursuant to N.R.S. § 631.400.
4

5 **31.** It is stipulated and agreed pursuant to N.R.S. § 30.010 through 30.160, N.R.S. § 631.400, and
6 N.R.C.P. 65 this court has the jurisdiction and the authority to adjudicate the rights, status and other
7 legal relations of the parties and to enter injunctive relief, including, but not necessarily limited to, a
8 permanent injunction.
9

10 **32.** Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge,
11 recognize, and agree this Stipulation, Order, Judgment, and Permanent Injunction ("Stipulation and
12 Order") shall, inter alia, serve as a permanent injunction prohibiting each of them from further violation
13 of N.R.S. §§ 631.395(10), 631.3465(3) and/or 631.395(11), as more fully addressed herein and above.
14

15 **33.** Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge,
16 recognize, agree, and admit any future violation of N.R.S. §§ 631.395(10), 631.3465(3) and/or
17 631.395(10), as more fully addressed herein and above and/or any other prohibitions contained in this
18 Stipulation and Order shall be deemed a third (3rd) offense subject to penalties as set forth in N.R.S.
19 § 631.400(1)(b).
20

21 **34.** In part consideration for Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-
22 III) entering into this Stipulation and Order, the Board waives its right to seek criminal penalties as set
23 forth in N.R.S. § 631.400 for violations committed by Defendants (i.e., Schwarz, Welebir, Willardsen,
24 Rosaasen, and DDA-III), as acknowledged and admitted as more fully addressed herein and above. In
25

1 the event of any future violation of either chapter 631 of the Nevada Revised Statutes and/or provisions
2 of this Stipulation and Order by Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-
3 III) the Board will not be precluded from presenting such violation(s) to the appropriate District
4 Attorney's Office as set forth in N.R.S. § 631.400(1)(b) for prosecution

5
6 35. Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) hereby agree that as
7 a result of each admittedly unknowingly violating N.R.S §§ 631.395(10), 631.3465(3) and/or
8 631.395(11), as more fully addressed herein and above on two (2) occasions as outlined in paragraph
9 30 herein, Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III), joint and severally,
10 shall pay to the Board the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) as and
11 for fees and costs incurred by the Board to prosecute this action. The \$2,500.00 amount incurred for
12 fees and costs shall be due and payable upon execution of this Stipulation and Order.

13
14 36. Rosaasen acknowledges, recognizes, and agrees to a permanent injunction prohibiting him from
15 being employed and/or contracting directly or indirectly through any entities and/or third parties which
16 are related to the profession of dentistry. Rosaasen further acknowledges and agrees in the event he is
17 found to be either employed and/or has contracted directly or indirectly through any entities and/or third
18 parties which are related to the profession of dentistry or participates in the ownership or control of
19 any dental practice as set forth in chapter 631 of the Nevada Revised Statutes and/or Nevada
20 Administrative Code, such conduct shall be deemed a violation of this Stipulation and Order,
21 thereby subjecting Rassasen to a contempt citation by this Court.

22
23 37. Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge and agree
24 should the Board incur any attorney's fees and costs in the enforcement of any of the provisions of this
25

1 Stipulation and Order such fees and costs shall be the sole responsibility of the violating Defendant.

2
3 38. Rosaasen shall provide photo identification to the Board upon the execution of this Stipulation
4 and Order, which shall remain confidential to the Board to be used solely for the purpose of this
5 Stipulation and Order and enforcement thereof.

6
7 39. Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge,
8 recognize, and admit they have each read and understood all of the provisions contained herein and
9 agrees with each of them in their entirety.

10
11 40. Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge,
12 recognize, and admit they are each aware that by entering into this Stipulation and Order they each are
13 waiving certain valuable due process rights.

14
15 41. Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge,
16 recognize, and admit they have each had ample opportunity to discuss and review this matter with
17 counsel of their individual choosing

18
19 42. Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge,
20 recognize, and admit they have each entered into this Stipulation and Order voluntarily, without
21 coercion or duress, and in the exercise of their own individual free will and each of the undersigned is
22 of legal age and capacity, and is competent to sign and execute this Stipulation and Order and accepts
23 fully the responsibility therefore.

24

25

1 43. Defendants (i.e., Schwarz, Welebir, Willardsen, Rosaasen, and DDA-III) acknowledge,
2 recognize, and admit they are each hereby waiving any and all rights to seek judicial review or
3 otherwise challenge or contest the validity of this Stipulation and Order

4
5 44. The parties acknowledge and recognize this Court has complete jurisdiction and authority to
6 enforce all the provisions contained in this Stipulation and Order.

7
8 45. It is hereby acknowledged by and between the parties hereto the above and foregoing Stipulation
9 and Order is acceptable to the parties hereto.

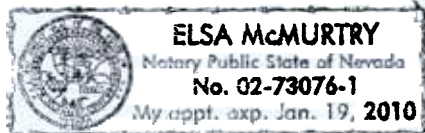
10 By Darlene Schwarz this 27 day of Sept, 2006.
11 Darlene Schwarz

12
13 STATE OF NEVADA

14 COUNTY OF CLARK

) ss
)

15 On the 27th day of Sept, 2006, before me the undersigned, a Notary Public,
16 personally appeared **Darlene Schwarz** known to me to be the person who executed the foregoing and
17 acknowledged that she has done so as her own free act and deed. IN TESTIMONY WHEREOF, I have
18 here into set my hand and affix my official seal the day and year last above written.



Elsa McMurry
NOTARY PUBLIC

1 By Matthew D. Welebir this 21 day of September, 2006.
 2 Matthew D. Welebir, D.D.S., a/k/a Matt Welibir, D.D.S.

3 STATE OF NEVADA

) ss:

4 COUNTY OF CLARK

5 On the 21 day of September 2006, before me the undersigned, a Notary Public,
 6 personally appeared Matthew D. Welebir, D.D.S., a/k/a Matt Welibir, D.D.S. known to me to be the
 7 person who executed the foregoing and acknowledged that he has done so as her own free act and deed.
 8 IN TESTIMONY WHEREOF, I have here into set my hand and affix my official seal the day and year
 9 last above written.



Valerie L. Nelson
 NOTARY PUBLIC

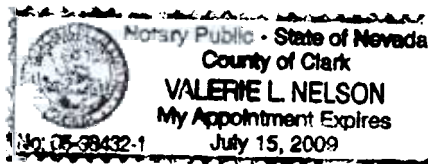
10 By Joseph G. Willardsen this 21 day of September, 2006.
 11 Joseph G. Willardsen, D.D.S.

12 STATE OF NEVADA

) ss:

13 COUNTY OF CLARK

14 On the 21 day of September 2006, before me the undersigned, a Notary Public,
 15 personally appeared Joseph G. Willardsen, D.D.S. known to me to be the person who executed the
 16 foregoing and acknowledged that he has done so as her own free act and deed. IN TESTIMONY
 17 WHEREOF, I have here into set my hand and affix my official seal the day and year last above written.



Valerie L. Nelson
 NOTARY PUBLIC

21 ///

22 ///

23 ///

24 ///

25

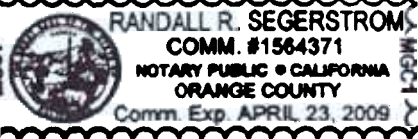
By Thomas Rosaasen this 22 day of September 2006.
 Thomas Rosaasen

STATE OF NEVADA

) ss:

COUNTY OF CLARK

On the 22 day of September 2006, before me the undersigned, a Notary Public, personally appeared Thomas Rosaasen known to me to be the person who executed the foregoing and acknowledged that he has done so as her own free act and deed. IN TESTIMONY WHEREOF, I have here into set my hand and affix my official seal the day and year last above written.



Randall R. Segerstrom
 NOTARY PUBLIC

By _____ this _____ day of _____, 2006.
 Desert Dental Associates III, LLC, a Nevada Limited liability company
 Print Name: _____
 Position/Capacity: _____, an authorized officer/member of the company.

STATE OF NEVADA

)

) ss:

COUNTY OF CLARK

)

On the _____ day of _____ 2006, before me the undersigned, a Notary Public, personally appeared _____ known to me to be the person who executed the foregoing and acknowledged that he has done so as her own free act and deed. IN TESTIMONY WHEREOF, I have here into set my hand and affix my official seal the day and year last above written.

 NOTARY PUBLIC

ORDER

Based upon the stipulations of the parties and good cause being present,

IT IS HEREBY ORDERED, that the terms and conditions of the above Stipulation, Order, Judgment, and Permanent Injunction for this matter (i.e., Nevada State Board fo Dental Examiners vs. Desert Dental Associates III, LLC; Darlene Schwarz; Matthew D. Welebir, D.D.S., a/k/a Matt Welibir, D.D.S.; Joseph G. Willardsen, D.D.S.; Thomas Rosaasen; Case No. A525772; Dept. XX) are adopted

By _____ this _____ day of _____, 2006
Thomas Rosaasen

STATE OF NEVADA)
) ss
COUNTY OF CLARK

On the _____ day of _____ 2006, before me the undersigned, a Notary Public, personally appeared **Thomas Rosaasen** known to me to be the person who executed the foregoing and acknowledged that he has done so as her own free act and deed. IN TESTIMONY WHEREOF, I have here into set my hand and affix my official seal the day and year last above written.

NOTARY PUBLIC

By [Signature] this 29th day of SEPTEMBER, 2006.
Desert Dental Associates III, LLC, a Nevada Limited liability company
Print Name: MATTHEW WELEBIR
Position/Capacity: MEMBER, DDA III, an authorized officer/member of the company.

STATE OF NEVADA)
) ss:
COUNTY OF CLARK

On the 29th day of September 2006, before me the undersigned, a Notary Public, personally appeared MATTHEW WELEBIR known to me to be the person who executed the foregoing and acknowledged that he has done so as her own free act and deed. IN TESTIMONY WHEREOF, I have here into set my hand and affix my official seal the day and year last above written.

NOTARY PUBLIC



ORDER

Based upon the stipulations of the parties and good cause being present,

IT IS HEREBY ORDERED, that the terms and conditions of the above Stipulation, Order, Judgment, and Permanent Injunction for this matter (i.e., *Nevada State Board fo Dental Examiners vs. Desert Dental Associates III, LLC; Darlene Schwarz; Matthew D. Welebir, D.D.S., a/k/a Matt Welibir, D.D.S.; Joseph G. Willardsen, D.D.S.; Thomas Rosaasen*; Case No. A525772; Dept. XX) are adopted

and ratified by the Court.

DATED and DONE this ____ day of _____, 2006

THE HONORABLE DAVID T. WALL
EIGHTH JUDICIAL DISTRICT COURT
DEPARTMENT XX

Respectfully submitted and approved as to form and content:

RALEIGH, HUNT & MCGARRY, P.C.

By John A. Hunt this ____ day of _____, 2006.
John A. Hunt, Esq.
Nevada Bar No. 1888
112 Garces Avenue, Suite 200
Las Vegas, Nevada 89101-6616
ph. (702) 386-4842; fax (702) 386-5990
Attorney for Plaintiff

GOODMAN, BROWN, AND PREMSIRUT

By Puonyarat K. Premisrur this 27th day of September, 2006.
Puonyarat K. Premisrur, Esq.
Nevada Bar No. 7141
520 South Fourth Street, Suite 320
Las Vegas, Nevada 89101
ph. (702) 384-5563; fax (702) 385-3939
Attorney for Defendants
*Desert Dental Associates III, LLC,
Matthew Welebir D.D.S, and Thomas Rosaasen*

SYVESTER & POLEDNAK, LTD.

By _____ this ____ day of _____, 2006.
Alycia K. Hansen, Esq.
Nevada Bar No. 9065
7371 Prairie Falco, #120
Las Vegas, Nevada 89128
ph. (702) 952-5200; fax (702) 952-5205
Attorney for Defendant
Joseph Willardsen, DDS

///

///

1 and ratified by the Court.

2 DATED and DONE this day of OCT 16 2006, 2006.

3 DAVID T. WALL

4 **THE HONORABLE DAVID T. WALL**
5 **EIGHTH JUDICIAL DISTRICT COURT**
6 **DEPARTMENT XX**

7 Respectfully submitted and approved as to form and content:

8 **RALEIGH, HUNT & MCGARRY, P.C.**

9 By _____ this _____ day of _____, 2006.

10 John A. Hunt, Esq.

11 Nevada Bar No. 1888

12 112 Garces Avenue, Suite 200

13 Las Vegas, Nevada 89101-6616

14 ph. (702) 386-4842; fax (702) 386-5990

15 Attorney for Plaintiff

16 **GOODMAN, BROWN, AND PREMSRIRUT**

17 By _____ this _____ day of _____, 2006.

18 Puonyarat K. Premsrirut, Esq.

19 Nevada Bar No. 7141

20 520 South Fourth Street, Suite 320

21 Las Vegas, Nevada 89101

22 ph. (702) 384-5563; fax (702) 385-3939

23 Attorney for Defendants

24 Desert Dental Associates III, LLC,

25 Matthew Welebir D.D.S. and Thomas Rosuasen

SYVESTER & POLEDNAK, LTD.

By  this 30th day of October, 2006.

Alycia K. Hansen, Esq.

Nevada Bar No. 9065

7371 Prairie Falco, #120

Las Vegas, Nevada 89128

ph. (702) 952-5200; fax (702) 952-5205

Attorney for Defendant

Joseph Willardsen, DDS

///

///

1 **DEMPSEY ROBERTS & SMITH, LTD.**

2 By V. Sisinger this 27th day of September, 2006.

3 Veronica Sisinger Esq.

4 Nevada Bar No. 9293

5 520 South Fourth Street, Suite 360

6 Las Vegas, Nevada 89101

7 ph. (702) 388-1216; fax (702) 388-2514

8 Attorney for Defendant Darlene Schwarz

EXHIBIT “1”



DEAN HELLER
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684 6708
Website: secretaryofstate.biz

**Certificate of Resignation of Officer,
Director, Manager, Member, General
Partner, Trustee or Subscriber**

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Resignation of
Officer, Director, Manager, Member,
General Partner, Trustee or Subscriber**

1. The name and title(s) of person that desires to resign

THOMAS ROSAASEN

(Name)

MANAGING MEMBER

(Title(s))

2. The name and file number of the entity for which resignation is being made:

DESERT DENTAL ASSOCIATES III, LLC

(Name of Entity)

LLC17309-2003

(File Number)

3. Signature: _____

4. Fee: \$75.00 per form. Resignation of one person from one entity per form.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Resignation of Officer 2003
Revised on 6/2/03/05



DEAN HELLER
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Resignation of Officer,
Director, Manager, Member, General
Partner, Trustee or Subscriber

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Resignation of
Officer, Director, Manager, Member,
General Partner, Trustee or Subscriber

1. The name and title(s) of person that desires to resign

DARLENE SCHWARZ
(Name)

MANAGING MEMBER
(Title(s))

2. The name and file number of the entity for which resignation is being made

DESERT DENTAL ASSOCIATES III, LLC
(Name of Entity)

LLC17309-2003
(File Number)

3. Signature



4. Fee: \$75.00 per form. Resignation of one person from one entity per form

This form must be accompanied by appropriate fees.

*File Resignation with
Fees*



Corporation Actions for "DESERT DENTAL ASSOCIATES III, LLC"

Sort by File Date

☒ descending ☐ ascending order[Re-Sort](#)

1 - 6 of 6 actions

Actions\Amendments

Action Type:	Resignation of Officers		
Document Number:	20060530473-80	# of Pages:	1
File Date:	08/18/2006	Effective Date:	

(No Notes for this action)

Action Type:	Resignation of Officers		
Document Number:	20060530474-91	# of Pages:	1
File Date:	08/18/2006	Effective Date:	

(No Notes for this action)

Action Type:	Annual List		
Document Number:	20060077881-09	# of Pages:	1
File Date:	02/07/2006	Effective Date:	

(No Notes for this action)

Action Type:	Acceptance of Resident Agent		
Document Number:	20050185914-75	# of Pages:	1
File Date:	05/16/2005	Effective Date:	

1FS,061505JMV

Action Type:	Reinstatement		
Document Number:	20050185916-97	# of Pages:	1
File Date:	05/16/2005	Effective Date:	

LIST 2003-2005,1FS,REG MAIL,061505JMV

Action Type:	Articles of Organization		
Document Number:	LLC17309-2003-001	# of Pages:	1
File Date:		Effective Date:	

(No Notes for this action)

Return to Corporation Details for "DESERT DENTAL ASSOCIATES III, LLC"

New Search

SOS Contact Information



You are currently not logged in

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Corporation Actions for "DESERT DENTAL ASSOCIATES III, LLC"

Sort by File Date

☒ descending

☐ ascending order

1 - 6 of 6 actions

Actions\Amendments			
Action Type:			
Document Number:	20060530473-80	# of Pages:	1
File Date:	08/18/2006	Effective Date:	
(No Notes for this action)			
Action Type:	Resignation of Officers		
Document Number:	20060530474-91	# of Pages:	1
File Date:	08/18/2006	Effective Date:	
(No Notes for this action)			
Action Type:			
	20060077881-09	# of Pages:	1
	02/07/2006	Effective Date:	
(No Notes for this action)			
Action Type:	Acceptance of Resident Agent		
Document Number:	20050185914-75	# of Pages:	1
File Date:	05/16/2005	Effective Date:	
1FS,061505JMV			
Action Type:	Reinstatement		
Document Number:	20050185916-97	# of Pages:	1
File Date:	05/16/2005	Effective Date:	
LIST 2003-2005,1FS,REG MAIL,061505JMV			
Action Type:	Articles of Organization		
Document Number:	LLC17309-2003-001	# of Pages:	1
File Date:		Effective Date:	



DESERT DENTAL ASSOCIATES III, LLC

[PRINT](#)

Business Entity Information

Status:	Active on 2/7/2006	File Date:	11/10/2003
Type:	Domestic Limited-Liability Company	Corp Number:	LLC17309-2003
Qualifying State:	NV	List of Officers Due:	11/30/2006
Managed By:	Managing Members	Expiration Date:	11/10/2503

Resident Agent Information

	JOSEPH WILLARARSEN	Address 1:	715 MALL RING CIRCLE SUITE 200
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89014
Phone:		Fax:	
Email:		Mailing Address 1:	
Address 2:		Mailing Address 2:	

[View all business entities under this resident agent](#)

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers

☐ Include Inactive Officers

Managing Member - MATTHEW WELEBIR DDS

Address 1:	715 MALL RING CIRCLE SUITE 200	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89014	Country:	
Status:	Active	Email:	

Managing Member - JOSEPH WILLARDSSEN			
Address 1:	715 MALL RING CIRCLE SUITE 200	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89014	Country:	
Status:	Active	Email:	

Actions\Amendments[Click here to view 6 actions\amendments associated with this company](#)[New Search](#)[Printer Friendly](#)**SOS Contact Information**

You are currently not logged in

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EXHIBIT “2”



DESERT DENTAL ASSOCIATES III, LLC

[PRINT](#)

Business Entity Information

Status:	Active on 2/7/2006	File Date:	11/10/2003
Type:	Domestic Limited-Liability Company	Corp Number:	LLC17309-2003
Qualifying State:	NV	List of Officers Due:	11/30/2006
Managed By:	Managing Members	Expiration Date:	11/10/2503

Resident Agent Information

Name:	JOSEPH WILLARARSEN	Address	715 MALL RING CIRCLE SUITE 200
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89014
Phone:		Fax:	
Email:		Residing Address 1:	
Residing Address 2:		Residing City:	
Residing State:			

[View all business entities under this resident agent](#)

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers

☐ Include Inactive Officers

Managing Member - MATTHEW WELEBIR DDS

Address 1:	715 MALL RING CIRCLE SUITE 200	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89014	County:	
Status:	Active	Email:	

Managing Member - JOSEPH WILLARDSSEN			
Address 1:	715 MALL RING CIRCLE SUITE 200	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89014	Country:	
Status:	Active	Email:	

Actions\Amendments**[Click here to view 6 actions\amendments associated with this company](#)**[New Search](#)[Printer Friendly](#)**SOS Contact Information**

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EXHIBIT “3”

AMENDED AND RESTATED OPERATING AGREEMENT

of

DESERT DENTAL ASSOCIATES III, LLC a Nevada limited-liability company

DESERT DENTAL ASSOCIATES III, LLC, a Nevada limited-liability company, was organized pursuant to the Nevada Limited-Liability Company Act, as of August 9, 2006 (the "Effective Date") by and through its Managing Members, Matthew Welebir and Joseph Willardsen, hereby amend and restate its Operating Agreement as follows:

This AMENDED AND RESTATED OPERATING AGREEMENT of by and among the persons executing this Operating Agreement. Unless otherwise defined herein, all capitalized terms shall have the meanings which are set forth for such terms in Article 14.

FORMATION

1.1 Organization. The Company was organized as a Nevada limited-liability company pursuant to the provisions of the Act.

1.2 Agreement. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Operating Agreement hereby agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that this Operating Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Operating Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Operating Agreement shall govern, even when inconsistent with, or different from, the provisions of the Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be considered amended to the smallest degree possible in order to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

1.3 Name. The name of the Company is **DESERT DENTAL ASSOCIATES III, LLC**, and all business of the Company shall be conducted under that name or under any other name approved by the Members, but in any case, only to the extent permitted by applicable law.

1.4 Effective Date. This Amended and Restated Operating Agreement is effective as of the Effective Date.

1.5 Term. The Company shall have perpetual existence, unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Amended and Restated Operating Agreement.

1.6 Resident Agent and Registered Office. The resident agent and the registered office shall be that person and location reflected in the Articles. The Manager may, from time to time, change the resident agent and registered office through appropriate filings with the Nevada secretary of state. In the event the resident agent ceases to act as such for any reason or the registered office shall change, the

Manager(s) shall promptly designate a replacement resident agent or file a notice of change of address as the case may be.

ARTICLE 2 NATURE OF BUSINESS

The Company shall be authorized solely to own and operate a dental practice in compliance with Chapter 631 of the Nevada Revised Statutes. Only members that meet the strict license requirements of the Nevada Board of Dental Examiners shall be admitted as Members of the Company. In connection with the foregoing, the Company shall be authorized to conduct any authorized business of the Company in any of the states of the United States of America, the District of Columbia, the territories of the United States and any foreign country, to the extent permitted by the laws of such jurisdictions.

ARTICLE 3 ACCOUNTING AND RECORDS

3.1 Records to be Maintained. The Company shall maintain the following records at the Records Office:

3.1.1 A current list, in alphabetical order, of the full name and last known business address of each Member and Manager, if any;

3.1.2 A copy of the filed Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any Articles have been executed; and

3.1.3 A copy of this Operating Agreement, including all amendments thereto.

3.2 Reports to Members.

3.2.1 The Manager(s) shall provide reports to the Member(s) at such time and in such manner as the Manager(s) may determine to be reasonable.

3.2.2 The Manager(s) shall provide all Member(s) with those information returns required by the Code or the Act.

3.2.3 The Manager(s) shall maintain a record of the Capital Account for each Member in accordance with Article 7.

ARTICLE 4 MEMBERSHIP CERTIFICATES AND THEIR TRANSFER

4.1 Membership Criteria. No person shall be admitted as a Member of the Company unless such member is duly licensed by the Nevada Board of Dental Examiners, in accordance with Chapter 631 of the Nevada Revised Statutes, and Nevada Administrative Code, respectively. Notwithstanding any provision to the contrary, all Membership Interest is subject to the approval of the Nevada Board of Dental Examiners, and such Member is responsible for adhering the all statutes and regulations governing the practice of dentistry. Each Member shall voluntarily relinquish his or her right, title or interest to any

Membership Interest in the Company in the event that it is found in a court of law, or similar proceeding, that such Member's license is suspended, revoked, or discharged.

4.2 Certificate and Certificate Roster. Should the Company desire to issue Membership certificates evidencing the Membership Interests of the Members in the Company, the Membership certificates shall be in such form as shall be approved by the Manager(s). Membership certificates shall be signed by each of the Manager(s). All membership certificates shall be consecutively numbered or otherwise identified. In the event that a certificate is lost, destroyed or mutilated, a new one may be issued upon such terms, and subject to such indemnity to the Company as the Members may prescribe. The Company shall maintain a certificate roster of the Company containing (in alphabetical order) the name and last known address of each Member, existing and promised or contingent Capital Contributions to the Company, and the terms of any promised or contingent contributions. If the interests in profits and losses of Members are other than proportional to their stated Capital Contributions, the certificate roster shall so state. The certificate roster shall also contain (in alphabetical order) the name and last known address of each Manager.

4.3 Right of First Refusal

4.3.1 In the event a Member (for purposes of this section the "**Selling Member**") wishes to sell his or her interest in the Company or any portion thereof through a voluntary sale, the Selling Member shall first notify the Company, in writing, of the identity of the proposed purchaser or purchasers, the interest in the Company proposed to be sold (the "**Offered Interest**"), and the proposed price and terms of sale. Once such notice is given, it is irrevocable. The Company shall thereupon have a right of first refusal to purchase the Offered Interest at the price and on the terms proposed to, or offered by the proposed purchaser or purchasers.

4.3.2 The Company shall give written notice to the Selling Member of its intention to exercise its right of first refusal within thirty (30) days following receipt of the notice from the Selling Member. The Company's notice of intention shall specify the amount of the Offered Interest it intends to purchase. If the Company does not exercise its right to purchase, or if it exercises its right to purchase with respect to less than all of the Offered Interest, the Company shall notify the Selling Member and the other Member(s) in writing, within such thirty (30) days, providing such other Member(s) with a copy of the Selling Member's original notification and a copy of its notice of intention with respect to its right of first refusal. The other Member(s) shall have the right to purchase any of the Offered Interest not purchased by the Company at the same price and terms as were available to the Company. In order to exercise such purchase rights, the other Member(s) (the "**Purchasing Member(s)**") shall, within thirty (30) days after receiving notice from the Company that it intends to purchase none or less than all of the Offered Interest, deliver to the Company and the Selling Member a written notice of intention to exercise the right to purchase so much of the Offered Interest as such Member may desire to purchase. If the total amount of the Offered Interest that the Purchasing Member(s) desire to purchase exceeds the amount of the Offered Interest, each such Purchasing Member(s) shall have priority, up to the amount of the Offered Interest set forth in his written election, to that fraction of the Offered Interest in which the numerator is the interest in the Company owned by the Purchasing Member(s) giving notice of intention to purchase and the denominator is the amount of the interests in the Company owned by all Purchasing Members giving notice of intention to purchase (the "**pro rata share**"). Should any of the Purchasing Member(s) desire to purchase an interest in the Offered Interest in excess of such Purchasing Member's pro rata share, and should any such Offered Interest remain after allocation to each Purchasing Member of the lesser of (i) the percentage of the Offered Interest that such Purchasing Member has elected to purchase, or (ii) such Member's pro rata share of the available Offered Interest, then, unless the Purchasing

Member(s) desiring such remaining Offered Interest shall agree upon some other basis for allocation, any such remaining Offered Interest shall be allocated to the remaining Purchasing Member(s) desiring to purchase the remaining Offered Interest, pro rata based on that fraction of the remaining Offered Interest in which the numerator is the interest in the Company owned by the remaining Purchasing Member giving notice of intention to purchase and the denominator is the amount of the interests in the Company owned by all remaining Purchasing Member(s) giving notice of intention to purchase the remaining Offered Interest, until all of the Offered Interest has been purchased or all of the remaining Purchasing Member(s) have purchased all of the remaining Offered Interest which they elected to purchase. The Selling Member and all Purchasing Member(s) shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Offered Interest pursuant to the terms of this Section 4.

4.3.2.1 If the Company and/or the other Member(s) do not give written notice of an intention to exercise the right to purchase, within the time period provided herein, with respect to all of the Offered Interest, the Company and/or the other Member(s) shall not be entitled to purchase any of the Offered Interest and the Selling Member shall then be free for a period of ninety (90) days thereafter to sell the entire Offered Interest, to the same purchaser or purchasers, at the same price and on the same terms as set forth in the Selling Member's notice of intended sale. If such sale is not consummated within such ninety (90) days, the Offered Interest may not be sold by the Selling Member without again complying with the provisions of this Article 4.

4.3.2.2 After giving any written notice, the Selling Member shall have no right to participate, as a Member or Manager, in the Company's decision on whether or not to purchase the Offered Interest, unless such participation is required by any relevant provision of law. In the event of such required participation, the Selling Member agrees to cooperate with the Manager(s) and the other Member(s) in every reasonable way to effectuate the purposes of this Agreement. Except as provided herein, the Selling Member shall be bound by the restrictions and limitations imposed by this Agreement after any notice of an Offered Interest is given and whether or not any such sale actually occurs.

4.3.2.3 Notwithstanding any other provision contained in this Agreement, any transferee, other than an existing Member, of a Membership Interest, or any portion thereof, without first obtaining the consent of a Majority of the remaining Members, but with written notice to the Manager(s), is an Assignee, but not a Substitute Member. An Assignee shall have no right to participate in the management of the business and affairs of the Company, or to become a Member, or obtain any of the voting and other rights of Members described herein, nor shall an Assignee be treated as a Member for the purposes of the certificate roster. The Assignee is only entitled to receive the share of profits or other compensation by way of income, and the return of contributions to which the transferor Member would otherwise be entitled. An Assignee, however, shall be subject to all of the terms, conditions, restrictions and obligations of this Agreement and any such transferee shall execute and deliver to the Company a written assumption agreement in form satisfactory to the Company, which assumption agreement shall contain an agreement by the transferee to be bound by all the terms and conditions and to assume all obligations of the transferring Member under this Agreement.

4.3.2.4 A transferee of a Membership Interest, or any portion thereof, with the approval of a Majority of the remaining Members, shall be a Substitute Member subject to all of the terms, conditions, restrictions and obligations of this Agreement and any such transferee shall execute and deliver to the Company a written assumption agreement in form satisfactory to the Company, which assumption agreement shall contain an agreement by the transferee to be bound by all the terms and conditions and to assume all obligations of the transferring Member under this Agreement.

4.3.2.5 Any transfer or assignment of a Membership Interest which would result in termination

of the Company's treatment as a "partnership" under § 708 of the Code, or any corresponding provision of any future tax law, must be approved by the unanimous vote of the Members.

4.3.2.6 The Members may vote to make an election under § 754 of the Code, or any corresponding provision of any future tax law, to adjust the basis of the Company's assets to reflect the purchase price paid by an Assignee or a Substitute Member.

4.4 **Admission of Additional Members.** By the consent of the Majority, Additional Members may be admitted to the Company subject to the contribution of such consideration to the Company as may be determined by the Members and the execution of an agreement that such Additional Member agrees to be bound by the terms of this Operating Agreement.

4.5 **Dissociation Provision.** In the event of a Triggering Event (as hereinafter defined), the other Members shall have the option to purchase the entire Membership Interest of the Dissociated Member (as hereinafter defined). A "**Triggering Event**" means, with respect to any Member, the occurrence of any of the following events: (i) the death of such Member, (ii) a divorce where a portion or all of a Member's Membership Interest is awarded or otherwise transferred to such Member's spouse (unless the Member's spouse is a Member), (iii) in the case of a Member that is an entity other than a corporation, the dissolution and commencement of winding up of such Member; (iv) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, or the revocation of the charter of such Member; (v) in the case of a Member who is a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee; or (vi) the bankruptcy or insolvency of such Member. The Member with respect to whom a Triggering Event occurs is sometimes referred to herein as a "**Dissociated Member**."

4.5.1 **Election to Purchase Membership Interest.** In order to exercise such purchase rights, the other Member(s) (the "**Purchasing Member(s)**") shall, within thirty (30) days following the occurrence of a Triggering Event, deliver to the Dissociated Member a written notice of intention to exercise the option to purchase so much of the Membership Interest as such Member may desire to purchase. If the total amount of the Membership Interest that the Purchasing Member(s) desire to purchase exceeds the amount of the Membership Interest, each such Purchasing Member(s) shall have priority, up to the amount of the Membership Interest set forth in his written election, to that fraction of the Membership Interest in which the numerator is the interest in the Company owned by the Purchasing Member(s) giving notice of intention to purchase and the denominator is the amount of the interests in the Company owned by all Purchasing Members giving notice of intention to purchase (the "**pro rata share**"). Should any of the Purchasing Member(s) desire to purchase an interest in the Membership Interest in excess of such Purchasing Member's pro rata share, and should any such Membership Interest remain after allocation to each Purchasing Member of the lesser of (i) the percentage of the Membership Interest that such Purchasing Member has elected to purchase, or (ii) such Member's pro rata share of the available Membership Interest, then, unless the Purchasing Member(s) desiring such remaining Membership Interest shall agree upon some other basis for allocation, any such remaining Membership Interest shall be allocated to the remaining Purchasing Member(s) desiring to purchase the remaining Membership Interest, pro rata based on that fraction of the remaining Membership Interest in which the numerator is the interest in the Company owned by the remaining Purchasing Member giving notice of intention to purchase and the denominator is the amount of the interests in the Company owned by all remaining Purchasing Member(s) giving notice of intention to purchase the remaining Membership Interest, until all of the Membership Interest has been purchased.

4.5.2 **Purchase Price.** The purchase price of the Dissociated Member's Membership Interest shall be for an agreed upon amount, or if no amount can be agreed upon, the fair market value of such

interest as determined by an independent qualified appraiser appointed by the Members, including the Dissociated Member. If they cannot agree on an appraiser, the remaining Members and the Dissociated Member shall each choose an appraiser and the two appraisers shall choose one additional appraiser. The three appraisers shall thereupon determine the fair market value of such interest. The Dissociated Member shall thereupon be entitled to an amount equal to such value of the Member's Membership Interest in the Company, to be paid over a period not to exceed five years (plus interest at a rate equal to ten percent (10%) per annum). The value of the Member's Membership Interest shall include the amount of any distributions to which the Member is entitled under this Operating Agreement as of the date of the Triggering Event based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the occurrence of the Triggering Event. The Dissociated Member and all Purchasing Member(s) shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Membership Interest pursuant to the terms of this Section.

4.6 Securities Law Restrictions. In addition to any restrictions on the transferability of any Membership Interest, each of the Members expressly acknowledge that the Membership Interests have not been registered under the Securities Act of 1933 (the "**1933 Act**"), or applicable state securities laws. Each Member understands that the Membership Interests have been issued in reliance on an applicable exemption from registration under the 1933 Act. Each Member represents and warrants that (i) their Membership Interest is being acquired solely for his, her or its own account, for investment purposes only, and is not for distribution, subdivision or fractionalization thereof; and (ii) other than as disclosed herein, he, she or it has no agreement or other arrangement, formal or informal, with any person to sell, transfer or pledge any part of the Membership Interest, or which would guarantee to it any profit, or protect it against any loss, with respect to the Membership Interest and he, she or it has no plans to enter into any such agreement or arrangement. Each Member further understands that he, she or it must bear the economic risk of the investment in the Membership Interest for an indefinite period of time.

ARTICLE 5 RIGHTS AND DUTIES OF MEMBERS

5.1 Meetings. Meetings of the Members, for any purpose or purposes, may be called by a Manager or by any Member.

5.2 Notice of Meeting. Written notice, by mail or by telecopy, stating the place, day and hour of the meeting, and the purposes for which the meeting is called, shall be delivered not less than five (5) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager(s), to each Member of record on the certificate roster as of the date the notice is prepared for delivery entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the certificate roster, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

5.3 Quorum. At any meeting of the Members, a Majority, as reflected on the certificate roster, represented in person or by proxy, shall constitute a quorum for the transaction of business. If less than a Majority are represented at a meeting, a Majority so represented may adjourn the meeting from time to time without further notice. At a reconvening of any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the

meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

5.4 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with a Manager of the Company before or at the time of the meeting. No proxy shall be valid after six (6) months from date of execution, unless otherwise provided in the proxy.

5.5 Voting by Certain Members. Membership certificates standing in the name of a corporation, partnership, limited liability company or other entity may be voted by such officer, partner, manager, member, agent or proxy as the bylaws or other governing document of such entity may prescribe or, in the absence of such provision, as the board of directors or other authorized representative of such entity may determine. Membership certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.

5.6 Manner of Acting.

5.6.1 Unless the affirmative vote of a greater proportion is required by the laws of Nevada or this Operating Agreement for any action by the Members, the act of a Majority shall be the act of the Members.

5.6.2 The Manager of the Company shall preside at meetings of the Members, and if also a Member, may move or second any item of business. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure which shall not be inconsistent with the laws of Nevada or this Operating Agreement.

5.6.3 A Member who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting within five (5) days following the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

5.7 Telephonic Meetings. Members may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

5.8 Action by Consent. Unless otherwise provided by the laws of Nevada, any action required or permitted to be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required number of Members entitled to vote as set forth in Section 5.6.1 with respect to the subject matter thereof.

5.9 Voting Rights of Members. Members have the right to vote on the following matters.

Designation and removal of Manager(s), all as set forth in Article 6;

Election of an accounting year other than a calendar year;

Amendments to the Articles of Organization or this Operating Agreement;

Dissolution of the Company; and

Admission of Additional or Substitute Members, subject to satisfaction of Membership Criteria as set forth in Article 4, Section 4.1.

Until otherwise modified or repealed by the Members, the authority to act, except for the matters set forth above or otherwise reserved to the Members pursuant to the Act or as otherwise set forth herein, on all matters on behalf of the Company shall be vested in the Manager(s).

Other Rights of Members. By way of illustration, and not limitation, Members may:

5.10.1 Purchase Membership Interests, if the Company declines, pursuant to Article 4;

5.10.2 Review the books and records of the Company;

5.10.3 Receive notice of resignation of Manager(s) and officers; and

5.10.4 Receive distributions pursuant to Article 8.

Conflicts of Interest.

5.11.1 A Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter. No Member shall be restricted from operating or participating in businesses that are in competition with the Company or no will any Member be prohibited from pursuing other projects or opportunities that are in competition with the Company. Notwithstanding the foregoing, Members shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member, without the consent of the other Members, in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company Property including information developed exclusively for the Company and opportunities expressly offered to the Company.

5.11.2 A Member, including a Manager, does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the disinterested Manager or disinterested Members, in either case knowing the material facts of the transaction and the Member's interest, authorize, approve, or ratify the transaction.

ARTICLE 6

Manager(s)

6.1 **Appointment and Authority.** Matthew Welebir, DDS, an individual shall be the Manager for the Company. Thereafter, in the event that Welebir resigns or is removed, a new Manager

shall be designated (and thereafter may be removed pursuant to the provision of Section 6.9) by vote of a Majority. The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager(s). The Manager(s) shall have the authority to act for, and on behalf of, the Company for all matters not otherwise expressly reserved to the Members pursuant to Section 5.9 above or otherwise reserved to the Members pursuant to the Act or as otherwise set forth herein.

6.2 Number and Designation of the Manager(s). Except as otherwise provided in Section 6.1, the Manager(s) shall be designated by the Members. The Company shall have one Manager unless the number of Manager(s) is increased or decreased by the Members or decreased as a result of dissociation or resignation of one of the original Manager(s).

6.3 Term of Office. No Manager shall have any contractual right to such position. Each Manager shall serve until the earliest of:

6.3 the dissociation of such Manager; or

resignation or removal of such Manager pursuant to Section 6.9 below.

6.4 Authority of Manager(s) to Bind the Company. The Members hereby agree that only the Manager(s) and officers of the Company authorized by this Agreement or by the Manager shall have the authority to bind the Company and no person dealing with the Company shall have any obligation to inquire into the power or authority of such Manager(s), or authorized officer acting on behalf of the Company. The Manager(s) or any authorized officer shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company (except as otherwise limited pursuant to Article 5 above, or otherwise reserved to the Members pursuant to the Act or as otherwise set forth herein), including without limitation:

the institution, prosecution and defense of any proceeding in the Company's name;

6.4.2 the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Company Property, wherever located;

6.4.3 the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Company Property;

6.4.4 the entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any Company Property or income;

6.4.5 the lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, loaning money to, and otherwise helping Members, officers, employees, and agents;

6.4.6 the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without Nevada;

6.4.7 the appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

6.4.8 any other act that furthers the business and affairs of the Company;

6.4.9 the payment of compensation, or additional compensation to any or all Members and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

6.4.10 the purchase of insurance on the life of any of its Members, or employees for the benefit of the Company; and

6.4.11 the indemnification of Members or any other Person.

6.5 Limitations on the Actions of the Members. No Member unless acting in the capacity of a Manager or authorized officer shall take any action as a Member to bind the Company, and shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member.

6.6 Compensation of Manager(s). The Manager(s) shall be reimbursed for all reasonable expenses incurred in managing the Company, but except at the sole and absolute discretion of the Members, shall not be entitled to receive any compensation for acting as a Manager. Any agreed upon compensation shall be payable monthly on the last day of each month, and shall constitute a guaranteed payment pursuant to Code Section 707(c).

6.7 Manager's Standard of Care. A Manager's duty of care in the discharge of the Manager's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article 3 and upon such information, opinions, reports or statements by any of the Members, or agents, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

6.8 Officers. The Manager(s) may designate from time to time officers including, without limitation, one or more vice-Manager(s) or vice presidents, a secretary and one or more assistant secretaries, and a treasurer and one or more assistant treasurers. Manager(s) or officers need not be selected from among the Members. One person may hold two or more offices.

6.9 Resignations and Removal. Any Manager or officer may resign at any time by giving written notice to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Except as otherwise provided in Section 6.1, any Manager designated by the Members may be removed at any time by the Members and any officer designated by the Manager(s) may be removed at any time by the Manager(s) without cause.

ARTICLE 7

CONTRIBUTIONS, MEMBERSHIP INTERESTS, AND CAPITAL ACCOUNTS

7.1 Initial Contributions. Each Initial Member has made the Capital Contribution described for that Member on Exhibit "A", or shall make the Capital Contribution within seven (7) days after written

request therefor from the Manager. The value of the Capital Contributions shall be as set forth on Exhibit "A". No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Act or this Operating Agreement. Each Additional Member shall make the Capital Contribution determined by the Members as the contribution to be made by an Additional Member. The value of the Additional Member's Capital Contribution and the time for making such contribution shall be as determined by the Members. For all purposes under the Act, the Articles and this Operating Agreement, the Membership Interests of the Members shall be as set forth on Exhibit "A".

7.2 Additional Contributions. Except as otherwise provided in this Section 7.2, no Member shall be required to make additional capital contributions to the Company in excess of the Capital Contribution required by Section 7.1. Each Member agrees to contribute annually an additional capital contribution to the Company, in proportion to their respective Membership Interest, (the "Annual Mandatory Contribution") to enable the Manager to pay the taxes, insurance and any other expenses on any of the real property owned or leased by the Company, or any payroll due and owing to Company employees. The Annual Mandatory Contribution is a Commitment hereunder.

7.3 Enforcement of Commitments. In the event any Member fails to perform the Member's Commitment, such Member shall become a Delinquent Member and the Manager shall give the Delinquent Member a Notice of the failure to meet the Commitment. If the Delinquent Member fails to perform the Commitment (including any costs associated with the failure to comply with the Commitment and interest on such obligation at the Default Interest Rate) within ten (10) business days of the giving of Notice, the Manager may take such action as necessary to enforce the Commitment, including but not limited to enforcing the Commitment in the court of appropriate jurisdiction in the state in which the principal place of business is located or the state of the Delinquent Member's address as reflected in the certificate roster. Each Member expressly agrees to the jurisdiction of such courts. The Manager may elect to allow the other Members to contribute the amount of the Commitment in proportion to such Members' Membership Interests, with those Members who contribute (the "Contributing Members") to contribute additional amounts equal to any amount of the Commitment not contributed. The Contributing Members shall be entitled to treat the amounts contributed pursuant to this section as a loan from the Contributing Members to the Company bearing interest at the Default Interest Rate secured by the Delinquent Member's interest in the Company. Until they are fully repaid, the Contributing Members shall be entitled to all Distributions to which the Delinquent Member would have been entitled, to offset and be applied against the unpaid balance of the required Delinquent Member's Commitment and the interest incurred thereon. Notwithstanding the foregoing, no Commitment or other obligation to make an additional contribution may be enforced by a creditor of the Company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

7.4 Maintenance of Capital Accounts. The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be initially credited with the amount reflected on Exhibit "A", and increased by (1) the amount of any money actually contributed by the Member to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the company takes such Property, within the meaning of § 752 of the Code), and (3) the Member's share of Net Profits and of any separately allocated items of income or gain (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by (1) the amount of any money actually distributed to the Member from the capital of the Company, (2) the fair market value of any Property

distributed to the Member, as determined by the Company and the contributing Member at arm's length at the time of distribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such property within the meaning of § 752 of the Code), and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

7.5 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article 8 below) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

7.6 Sale or Exchange of Interest. In the event of a sale or exchange of some or all of a Membership Interest in the Company, the Capital Account of the transferring Member shall become the Capital Account of the transferee, to the extent it relates to the portion of the interest transferred.

7.7 Compliance with Section 704(b) of the Code. The provisions of this Article 7 as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article 8 to have substantial economic effect under the Regulations promulgated under § 704(b) of the Code, in light of the distributions made pursuant to Articles 8 and 11 and the Capital Contributions made pursuant to this Article 7. Notwithstanding anything herein to the contrary, this Operating Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the contributions required under this Article 7.

7.8 Compliance with Section 704(c) of the Code. If § 704(c) of the Code applies to Property contributed by a Member to the Company, then the Members' Capital Accounts shall be adjusted in accordance with § 1.704-1(b)(2)(iv)(g) of the Regulations.

ARTICLE 8 ALLOCATIONS AND DISTRIBUTIONS

8.1 Allocations of Net Profits and Net Losses from Operations. Except as may be required by § 704(c) of the Code, all Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in accordance with their Membership Interests.

8.2 Special Items. There shall be a Company Minimum Gain Chargeback, Member Minimum Gain Chargeback and Qualified Income Offset if and to the extent required by the Code and Regulations.

8.3 Interim Distributions. From time to time, the Manager(s) shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs of the Company, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Company shall make distribution to the Members in accordance with their Membership Interest. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both.

8.4 Limitations on Distributions. Notwithstanding the provisions of Section 8.3, no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are

in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

ARTICLE 9 TAXES

9.1 Elections. The Manager may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction requires, each Member requested to do so by the Manager will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article 8. The Manager may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

9.3 Tax Matters Member. The Manager shall designate one Member to act in a capacity similar to a tax matters partner of a partnership pursuant to § 6231(a)(7) of the Code. Such Member shall be designated as the tax matters member and shall take such action as many be necessary to cause each other Member to become a notice member within the meaning of § 6223 of the Code. Any Member who is designated tax matters member may not take any action contemplated by §§ 6222 through 6232 of the Code without the consent of the Manager(s).

9.4 Method of Accounting. The records of the Company shall be maintained in accordance with the accounting method elected to be followed by the Company for federal income tax purposes under the Code.

ARTICLE 10 ADMISSION OF ASSIGNEES AND SUBSTITUTE MEMBERS

10.1 Rights of Assignees. The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the assigned Membership Interest, or portion thereof.

10.2 Admission of Substitute Members. An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of a Majority. The Members may grant or withhold the approval of such admission in its sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member assigning the Membership Interest from any liability to the Company that existed prior to the approval.

ARTICLE 11 DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the unanimous written consent of all of the Members.

11.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on its business as distinguished from the winding up of the Company business. The Company will not be terminated, but will continue until the winding up of the affairs of the Company is completed and the articles of dissolution have been filed with the Nevada secretary of state.

11.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

11.3.1 to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities;

11.3.2 to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's taxable year or, if later, within ninety (90) days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Manager(s).

11.4 Winding Up and Articles of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of dissolution shall be delivered to the Nevada secretary of state for filing. The articles of dissolution shall set forth the information required by the Act.

ARTICLE 12 AMENDMENT

This Operating Agreement may be amended or modified from time to time only by a written instrument adopted by all of the Members.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Entire Agreement. This Operating Agreement represents the entire agreement among all the Members and between the Members and the Company.

13.2 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under any of the Nevada Limited Liability Partnership Act, the Nevada Uniform Partnership Act, the Nevada Uniform Limited Partnership Act or the United States Bankruptcy Code. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that

any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

13.3 Rights of Creditors and Third Parties under Operating Agreement. This Operating Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

13.4 Indemnification by Company

13.4.1 The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that the person is or was a Manager, Member, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, officer, employee or agent of another limited-liability company, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company and that, with respect to any criminal action or proceeding, the person had reasonable cause to believe that the person's conduct was unlawful.

13.4.2 Indemnification shall not be made to or on behalf of any person (as defined in Nevada Revised Statutes) if a final adjudication establishes that the person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

13.4.3 The expenses of Members and Manager(s) incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager or Member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

13.7 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

13.8 Articles and Other Headings. The Articles and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation.

13.9 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members, notwithstanding that all of the Members are not signatory to the original or the same counterpart.

13.10 Successors. This Agreement shall be binding upon the successors and assigns of the Members and shall inure to the benefit of the permitted successors and assigns of the Members.

13.11 Governing Law. This Agreement shall be construed under the laws of the State of Nevada as if this Agreement were executed in and to be performed entirely within Nevada and all Members resident in Nevada. Any suit or action of a Manager or a Member as plaintiff to which the Company is named a party shall be instituted in a court of competent jurisdiction in Clark County, Nevada.

ARTICLE 14 DEFINITIONS

For purposes of this Operating Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

14.1 Act. The Nevada Limited-Liability Company Act (Chapter 86 of the Nevada Revised Statutes) and all amendments thereto.

14.2 Additional Member. A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

14.3 Articles. The Articles of Organization of the Company as filed with the Nevada secretary of state together with all amendments thereto, and restatements thereof, properly adopted in accordance with this Operating Agreement and filed with the Nevada secretary of state.

Assignee. A transferee of a Membership Interest who has not been admitted as a Substitute Member.

14.5 Bankrupt Member. A Member who: (1) has become the subject of an order for relief under the United States Bankruptcy Code, or (2) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

14.6 Capital Account. The account maintained for a Member or Assignee determined in accordance with Article 7.

14.7 Capital Contribution. Any contribution to the Company of Property, services or the obligation to contribute Property or services to the Company made by or on behalf of a Member or Assignee.

Code. The Internal Revenue Code of 1986, as amended from time to time

14.9 Commitment. The Capital Contributions that a Member is obligated to make.

14.10 Company. DESERT DENTAL ASSOCIATES III, LLC, a Nevada limited-liability company formed under the laws of Nevada and the terms of this Operating Agreement, and any successor limited liability company.

14.11 Company Liability. Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

14.12 Company Minimum Gain. An amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with § 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions (as defined in § 1.704-2(b)(1) of the Regulations) allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

14.13 Company Nonrecourse Liability. A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in § 1.752-2 of the Regulations) with respect to the liability.

Company Property. Any Property owned by the Company.

14.15 Contributing Members. Those Members making additional contributions to the Company or contributions as a result of the failure of a Delinquent Member to make the contributions required by the Commitment as described in Article 7.

14.16 Default Interest Rate. Twelve percent (12%) per annum.

14.17 Delinquent Member. A Member who has failed to meet the Commitment required to be contributed by that Member as described in Article 7.

14.18 Dissolution Event. An event, the occurrence of which will result in the dissolution of the Company under Article 11 unless the Members agree to the contrary.

14.19 Disposition (Dispose). Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

14.20 Distribution. A transfer of Property to a Member on account of a Membership Interest as described in Article 8.

14.21 Effective Date. As stated herein and the date on which the Company opened its bank account.

14.22 Initial Capital Contribution. The Capital Contribution agreed to be made by the Initial Members as described in Article 7.

14.23 Initial Members. Those persons identified on Exhibit "A" attached hereto and made a part hereof by this reference who have executed this Operating Agreement.

14.24 Majority. The affirmative vote or consent of a majority of the Membership Interests held by all of the Members.

14.25 Management Rights. The rights of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company.

14.26 Manager(s). That person set forth as the Manager of the Company in the Articles and the Manager's successor designated in accordance with the terms of Article 6 above. All references in this Operating Agreement to Manager or Manager(s) shall be read in the singular or plural as the context requires, based on the number of Manager(s) at the time of such reading.

14.27 Member. Any Person who is an Initial Member, a Substitute Member or an Additional Member.

14.28 Member Minimum Gain. An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent that Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Member Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with § 704 of the Code and the Regulations issued thereunder, as the same may be amended and interpreted from time to time.

14.29 Member Nonrecourse Liability. Any Company Liability to the extent the liability is nonrecourse under state law, and on which a Member or Related Person bears the economic risk of loss under § 1.752-2 of the Regulations because, for example, the Member or Related Person is the creditor or a guarantor.

14.30 Member(s)hip Interest. The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

14.31 Minimum Gain Chargeback. Allocations of gain attributable to a decrease in Company Minimum Gain or Member Minimum Gain to the extent required under § 1.704-2 of the Regulations.

14.32 Net Losses. The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

14.33 Net Profits. The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

14.34 Nonrecourse Liabilities. Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

14.35 Notice. Notices shall be in writing. Notices to the Company shall be considered given when mailed by first class mail postage prepaid addressed by any Member to the Company at the address of the Company's principal place of business. Notices to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in this Operating Agreement unless the Member has given the Company a Notice of a different address. Whenever any Notice is required to be given pursuant to the provisions of Nevada law, the Articles, or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such Notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such Notice.

14.36 Offsettable Decrease. Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates and is attributable to depletion allowances under § 1.704-1(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under §§ 704(e)(2) or 706(d) of the Code or under § 1.751-1(b)(2)(ii) of the Regulations, or distributions that, as of the end of the year, are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).

14.37 Operating Agreement or Agreement. This Operating Agreement including all amendments adopted in accordance with this Operating Agreement and the Act.

14.38 Person. Any individual, partnership, limited-liability company, corporation, trust, or other entity.

14.39 Property. Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

14.40 Records Office. The records office of the Company shall be established to maintain the records of the Company pursuant to the Act and Article 3 and may, but need not be, the principal place of business of the Company.

14.41 Recourse Liability. A Company Liability is a recourse liability to the extent that any Member or related person bears the economic risk of loss for that liability under § 1.752-2 of the Regulations.

14.42 Regulations. Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

14.43 Related Person. A person having a relationship to a Member that is described in § 1.752-4(b) of the Regulations.

14.44 Resignation. The act, by written statement, by the Manager that he or she is electing to cease to be a Manager pursuant to Section 6.9.

14.45 Qualified Income Offset. Qualified Income Offset shall have the meaning set forth in Section 1.704-1(b)(2) of the Regulations.

14.46 Substitute Member. An Assignee who has been admitted to all of the rights of the Member who assigned the Member(s)hip Interest, including Management Rights, by a Majority of the Member(s), pursuant to this Operating Agreement.

14.47 Taxable Year. The taxable year of the Company as determined pursuant to § 706 of the Code

14.48 Taxing Jurisdiction. Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

THE UNDERSIGNED, being all of the Member(s) of the Company hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company as of the date indicated.

DESERT DENTAL ASSOCIATES III, LLC,
a Nevada limited liability company

By: _____

EXHIBIT A

INITIAL Member(s)' NAMES AND ADDRESSES

Name	Address	Capital Contribution	Membership Interest
Matthew Welebir	715 Mall Ring Circle Henderson, NV 89014	\$70,000	
Joseph Willardsen	715 Mall Ring Circle Henderson., NV 89014	\$70,000*	

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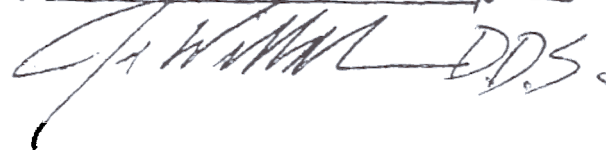
14.46 **Substitute Member.** An Assignee who has been admitted to all of the rights of the Member who assigned the Member(s)hip Interest, including Management Rights, by a Majority of the Member(s), pursuant to this Operating Agreement.

14.47 **Taxable Year.** The taxable year of the Company as determined pursuant to § 706 of the Code.

14.48 **Taxing Jurisdiction.** Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

THE UNDERSIGNED, being all of the Member(s) of the Company hereby evidence their adoption and ratification of the foregoing Operating Agreement of the Company as of the date indicated.

DESERT DENTAL ASSOCIATES III, LLC,
a Nevada limited liability company

By: 

STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
 OF DENTAL EXAMINERS,

Complainant,

vs

MOHAMMAD H. SOLTANI, D.D.S.,

Respondent

CASE NO.: 07-1467

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between MOHAMMAD

H. SOLTANI, D.D.S. (hereinafter "Respondent"), by and through his attorney L. KRISTOPHER RATH, ESQ., of the law firm of HUTCHISON & STEFFEN and THE NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board"), by and through Disciplinary Screening Officer, GREG PISANI, 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 March 7, 2007, the Board notified Respondent of a verified complaint received from Staci Pope. On March 19, 2007, Respondent filed an answer to the complaint with the Board.

2. Based upon the limited investigation conducted to date, Disciplinary Screening Officer, Greg Pisani, 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 Staci Pope departed from the prevailing standards of acceptable dental practice even through the treatment rendered did not constitute malpractice or gross malpractice in violation of NAC 631.230(1)(c).

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

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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 35(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose, including any subsequent civil action, that Respondent's treatment of Staci Pope departed from the prevailing standards of acceptable dental practice even through the treatment rendered did not constitute malpractice or gross malpractice in violation of NAC 631.230(1)(c)

4. Based upon the limited investigation conducted to date, the findings of Disciplinary Screening Officer, Greg Pisani, 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 one (1) year from the adoption of this Stipulation. During the one (1) 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. Such monitoring shall include, but will not be limited to, personally observing the treatment rendered by Respondent, contacting patients who have received treatment.
- b. Pursuant to NRS 631.350(k), in addition to completing the required continuing education, Respondent shall obtain a total of twelve (12) additional hours of supplemental education. The six (6) hours of supplemental education must be received in effective patient communications. The other six (6) hours of supplemental education must be received in the area of caries detection and treatment. 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 attend supplemental education the Executive Director of the Board shall notify Respondent in writing whether the requested supplemental education is approved for attendance. Respondent agrees seventy (70%) per cent of the supplemental education shall be completed through attendance at live lecture or hand ons clinical demonstration classes. The remaining thirty (30%) per cent of the supplemental education may completed through online/home study. In anticipation of the adoption of this Stipulation, the Disciplinary Screening Officer acknowledges that Respondent has completed 6.0 hours of supplemental education credits in communication and 2.5 hours in caries detection and treatment. Respondent will complete the additional 3.5 hours of supplemental education in caries detection and treatment. All costs associated with this supplemental education shall

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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 Four Thousand Seven Hundred Fifty (\$4,750.00) 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 Four Thousand Seven Hundred Fifty (\$4,750.00) Dollars will be returned in full to Respondent.
- d. Pursuant to NRS 631.350(1), Respondent agrees to reimburse Ms. Pope in the amount of Four Hundred and Seventy-Three (\$473.00) Dollars. Respondent shall deliver to the Board a check in the amount of Four Hundred and Seventy-Three (\$473.00) Dollars made payable to Ms. Pope within seven (7) days of execution of this agreement. This check will only be delivered to Ms. Pope 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 Paragraphs 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 Paragraphs 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 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 amounts due and owing. Respondent shall also be responsible for any costs or attorney's fees incurred in the

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event the Board has to seek injunctive relief to prevent Respondent from practicing dentistry during the period Respondent's license is automatically suspended.

f. 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.

g. Respondent waives any right to have the amounts owed pursuant Paragraph 4(c) or 4(d), 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, L. KRISTOPHER RATH, 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.

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.

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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 modified, in writing, with Board approval.

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

14. 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.

15. 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.


16 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 preformed by either the State or Federal District Court(s).

17 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, further disciplinary action may be implemented. 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 disposition of a contested case and will become a public record.

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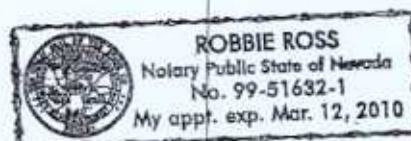
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1 DATED this 7 day of Dec, 2007.

2 
 3 MOHAMMAD H. SOLTANI, D.D.S.
 4 Respondent

5 SUBSCRIBED and SWORN to before me
 6 this 7th day of DECEMBER 2007.

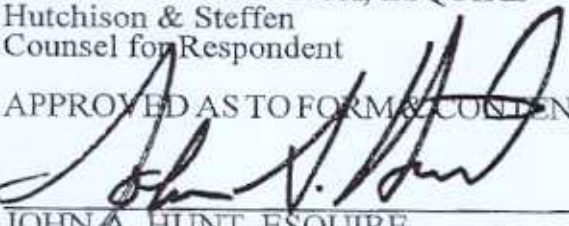
7 
 8 NOTARY PUBLIC




9 APPROVED AS TO FORM & CONTENT

10 
 11 L. KRISTOPHER RATH, ESQUIRE
 12 Hutchison & Steffen
 13 Counsel for Respondent

14 APPROVED AS TO FORM & CONTENT

15 
 16 JOHN A. HUNT, ESQUIRE
 17 Winner, Hunt & Carson, P.C.
 18 Board Counsel

APPROVED AS TO FORM & CONTENT

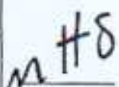
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 20 GREG MISANI, D.D.S.
 21 Disciplinary Screening Officer/Informal
 22 Hearing Officer

23 ///

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The foregoing Stipulation in the matter of the NEVADA STATE BOARD OF DENTAL EXAMINERS, Complainant vs. MOHAMMAD H. SOLTANI, D.D.S., Respondent, case n. 07-1467 was:

X Approved

Disapproved

by vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.

DATED this 17TH day of JANUARY, 2008.

NEVADA STATE BOARD OF DENTAL EXAMINERS

TONY GUILLEN, D.D.S. WILLIAM G. PAPPAS, DDS
President

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STATE OF NEVADA
BEFORE THE BOARD OF DENTAL EXAMINERS OF NEVADA

NEVADA STATE BOARD
 OF DENTAL EXAMINERS,

Complainant,

vs.

SEBASTIAN L. GLAZE, D.D.S.,

Respondent.

CASE NO.: 07-1484

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between SEBASTIAN L. GLAZE, D.D.S. (hereinafter "Respondent"), by and through his attorney, LINDA P. McKENZIE, ESQ., of the law firm of JONES VARGAS, 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:

1. On March 7, 2007, the Board notified Respondent of a verified complaint received from Silvia Chavez on behalf of her minor son, Cesar Chavez. On March 21, 2007, the Board received an answer to the complaint from Respondent. On May 4, 2007, the Board notified Respondent of his failure to provide a copy of Cesar Chavez's dental records in his answer. On May 15, 2007, the Board received from Respondent the dental records of Cesar Chavez.

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 that Respondent's record keeping of Cesar Chavez's dental

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1 extraction, in particular the failure to obtain an x-ray of the removed tooth was below the
2 standard of care in violation of NRS 631.3475(4).

3 3. Applying the administrative burden of proof of substantial evidence as set forth
4 in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986); and
5 see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see also
6 NRS 233B.135(3)(e) & NRS 631.350(1), Respondent admits, but not for any other purpose,
7 including any subsequent civil action, the record keeping of Cesar Chavez's tooth extraction,
8 in particular the failure to obtain an x-ray of the removed tooth was below the standard of
9 care in violation of NRS 631.3475(4).

10 4 Based upon the limited investigation conducted to date, the findings of
11 Disciplinary Screening Officer, Byron Blasco, D.M.D., and the admissions contained in
12 paragraph 3, the parties have agreed to resolve the pending disciplinary action pursuant to
13 the following terms and conditions:

- 14 a. Respondent's dental practice shall be monitored for a period of six (6)
15 months from the adoption of this Stipulation. During the six (6) month
16 monitoring period, Respondent shall allow either the Executive
17 Director of the Board and/or the agent appointed by the Executive
18 Director of the Board to inspect Respondent's records during normal
19 business hours to insure Respondent is taking pre-operative x-rays of
20 extraction patients and Respondent is recording the procedures
21 preformed in the patient's chart.
- 22 b. Pursuant to NRS 631.350(k), in addition to completing the required
23 continuing education, Respondent shall obtain a total of twelve (12)
24 additional hours in supplemental education. Six (6) hours of
25 supplemental education must be received in the area record keeping.
26 The additional six (6) hours of supplemental education must be
27 received in the area of diagnosis of treatment for pediatric patients. All
28 supplemental education must be completed within nine (9) 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. Respondent agrees
seventy (70%) per cent of the supplemental education shall be
completed through attendance at live lecture or hand ons clinical
demonstration classes. The remaining thirty (30%) per cent of the
supplemental education may completed through online/home study. All
costs associated with this supplemental education shall be paid by

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Respondent. In the event Respondent fails to complete all of the supplemental education within nine (9) 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. This provision shall not be reported to the National Practitioners Data Bank.

- 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. Chavez the amount of Two Hundred Eighteen (\$218.00) Dollars. Any balance due and owing by Ms. Chavez shall be relieved by Respondent. Upon execution of this Stipulation, Respondent shall deliver to the Board a check made payable to Ms. Chavez in the amount of Two Hundred Eighteen (\$218.00). This check will only be delivered to Ms. Chavez 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 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

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District Court or the Nevada State District Court to reinstate his 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.

- f. 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.
- g. Respondent waives any right to have the amounts owed pursuant Paragraphs 4(c) or 4(d), discharged in bankruptcy.
- h. The Board agrees in the event Respondent applies for permanent licensure, based upon the terms set forth in this paragraph, the Board will not consider this Stipulation in determining whether or not to grant Respondent a permanent license pursuant to the provisions contained in NRS 631.272. However, Respondent agrees if at the time the Board is deciding whether or not to issue Respondent a permanent license and there has been a subsequent action taken against Respondent not related to the facts of this matter or there is a pending disciplinary action against the Respondent the Board may consider the terms and conditions of this Stipulation in determining whether to grant Respondent a permanent license. However this stipulation may be considered in any future disciplinary proceedings unrelated to Respondent's conversion of his temporary license to a permanent license.

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

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

3 9. Respondent has reviewed the Stipulation with his attorney, LINDA P
4 McKINZIE, ESQ., who has explained each and every provision contained in this Stipulation
5 to the Respondent.

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

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

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

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

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

25 15. Respondent specifically acknowledges by his signature herein and his initials
26 at the bottom of each page of this Stipulation, he has read and understands its terms and
27 acknowledges that he has signed and initialed of his own free will and without undue

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1 influence, coercion, duress, or intimidation.

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

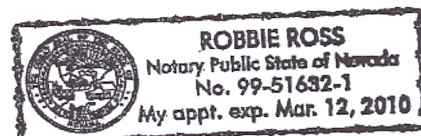
5 17. This Stipulation will be considered by the Board in an open meeting. It is
6 understood and stipulated the Board is free to accept or reject the Stipulation and, if the
7 Stipulation is rejected by the Board, further disciplinary action may be implemented. This
8 Stipulation will only become effective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

11
12 DATED this 2 day of NOVEMBER 2007


13
14 
SEBASTIAN L. GLAZE D.D.S.
Respondent

15 SUBSCRIBED and SWORN to before me
16 this 2 day of NOVEMBER 2007

17 
18 NOTARY PUBLIC



19 APPROVED AS TO FORM & CONTENT

20 
21 LINDA P. MCKENZIE, ESQUIRE
22 Jones Vargas
Respondent's Counsel

23 APPROVED AS TO FORM & CONTENT

24 
25 JOHN A. HUNT, ESQUIRE
26 Winner, Hunt & Carson, P.C.
Board Counsel

APPROVED AS TO FORM & CONTENT

27 
28 BYRON BLASCO, D.M.D.
Disciplinary Screening Officer/Informal
Hearing Officer

27 
28 LPM


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3 The foregoing *Stipulation* in the matter of NEVADA STATE BOARD OF DENTAL
4 EXAMINERS, Complainant, vs. Sebastian Glaze, D.D.S., Respondent, case no. 07-1484,
5 was

6 X approved

disapproved

7

8 by a vote of the Nevada State Board of Dental Examiners at a properly noticed meeting.

9 DATED this 17 day of JANUARY, 2008.

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NEVADA STATE BOARD OF DENTAL EXAMINERS

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TONY GUILLERIN, D.D.S. William G. Pappas, DDS
President

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

4 NEVADA STATE BOARD
5 OF DENTAL EXAMINERS,

6 Complainant,

7 vs.

8 SHAHRAM GHODSI, D.D.S.,

9 Respondent.

CASE NO.: 05-1153

STIPULATION

10 IT IS HEREBY STIPULATED AND AGREED by and between SHAHRAM GHODSI,
11 D.D.S.(Hereinafter "Respondent"), by and through his counsel, JOHN J. SILLIS, ESQ., and THE
12 NEVADA STATE BOARD OF DENTAL EXAMINERS (hereinafter "Board") by and through
13 Disciplinary Screening Officer, VERNON LAMBORN, D.D.S., D.S.O., and Board's counsel, JOHN
14 A. HUNT, ESQ., of the law firm of RALEIGH, HUNT & McGARRY, P.C. as follows

15 1. On September 14, 2004, the Board notified Respondent of a verified complaint
16 received from Marie Leggio. On September 29, 2004, Respondent filed an answer to the complaint
17 with the Board.

18 2 Based upon the limited investigation conducted to date, Disciplinary Screening
19 Officer, Vernon Lamborn, D.D.S., applying the administrative burden of proof of substantial
20 evidence as set forth in *State, Emp. Security v. Hilton Hotels*, 102 Nev. 606, 608, 729 P.2d 497, 498
21 (1986); and see *Minton v. Board of Medical Examiners*, 110 Nev. 1060, 881 P.2d 1339 (1994), see
22 also NRS 233B.135(3)(e), but not for any other purpose, finds there is substantial evidence that
23 Respondent rendered treatment below the standard of care to Marie Leggio in violation of NRS
24 631.3475(1).

25 3 Based upon the limited investigation conducted to date, and the findings of
26 Disciplinary Screening Officer, Vernon Lamborn, D.D.S., the parties have agreed to resolve the
27

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pending disciplinary action pursuant to the following terms.

- a. Pursuant to NRS 631.350(d)(h), Respondent shall be placed on probation and his dental practice shall be supervised for a period of two (2) years from the adoption of this Stipulation. During the two (2) year probationary 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 two (2) year probationary period, Respondent's practice shall be monitored regarding those patients who receive care and treatment for multiple crowns, or multiple veneers and/or bridge restorations. Such monitoring shall include, but will not be limited to, personally observing the treatment rendered by Respondent who have received either multiple crowns, or multiple veneers and/or bridge restorations. Respondent further acknowledges the Disciplinary Screening Officer and or an agent appointed by the Executive Director may contact patient(s) who have received either multiple crowns, or multiple veneers and/or bridge restorations in the event the agent assigned believes there is substantial evidence the treatment received was below the standard of care. During the two (2) year probationary period Respondent shall maintain a list of patients who either receive multiple crowns, veneers, and/or bridge restorations. Further Respondent shall maintain the models for any restorations with four (4) or more units. In the event Respondent does not actively practice dentistry in the state of Nevada, the probationary 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 seventy-eight (78) additional hours in supplemental education. Twenty-four (24) hours of the supplemental educational must be receive in the area of dental occlusion. The other fifty-four (54) hours of supplemental education must be received in the area of full mouth reconstruction. All supplemental education must be completed within eighteen (18) 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 eighteen (18) 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 3(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.


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- 1
- 2 c. Respondent agrees to reimburse the Board for costs of the investigation and
- 3 to monitor this Stipulation in the amount of One Thousand Two Hundred
- 4 (\$1,200.00) Dollars to be paid at the time the Board adoption this Stipulation.
- 5 If the Board does not adopt this Stipulation the amount of One Thousand
- 6 Two Hundred (\$1,200.00) will be returned in full to Respondent.
- 7 d. Pursuant to NRS 631.350(1), Respondent agrees to reimburse, Ms. Leggio the
- 8 amount of Twenty-Nine Thousand Five Hundred \$29,500.00 Dollars upon
- 9 the adoption of this Stipulation by the Board.
- 10 e. In the event Respondent fails to pay the Board for costs and reimburse Ms.
- 11 Leggio as required by Paragraphs 3(c) and 3(d), Respondent agrees his
- 12 license to practice dentistry in the State of Nevada shall be automatically
- 13 suspended without any further action of the Board other than the issuance of
- 14 an order by the Board's Executive Director suspending Respondent's license.
- 15 Respondent agrees to the payment of Twenty-Five Dollars (\$25.00) for each
- 16 day Respondent fails to deliver payment required by Paragraphs 3(c) and
- 17 3(d). Respondent may cure any default regarding the payments set forth in
- 18 Paragraphs 3(c) and 3(d) by delivering to the Board's Executive Director the
- 19 total amount in default, plus the Twenty-Five Dollar (\$25.00) per day
- 20 assessment Upon receipt of payment in full of any amount in default, plus
- 21 the Twenty-Five Dollar (\$25.00) per day assessment, the Executive Director
- 22 shall issue an Order reinstating Respondent's license to practice dentistry in
- 23 the State of Nevada without any further action necessary by the Board.
- 24 Respondent agrees to waive any right to seek injunctive relief from any
- 25 Federal or State of Nevada District Court to prevent the automatic suspension
- 26 of Respondent's license to practice dentistry in the State of Nevada due to
- 27 Respondent failure to comply with Paragraphs 3(c) and 3(d). Respondent
- 28 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.
- f. 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.
- g. Respondent waives any right to have the amounts owed pursuant Paragraphs
- 3(c) and 3(d) discharged in bankruptcy.

CONSENT

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

5 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.

6. 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


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1 hearing.

2 7. Respondent has reviewed the Stipulation with his attorney, John J. Sillis, Esq., who
3 has explained each and every provision contained in this Stipulation to the Respondent.

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

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

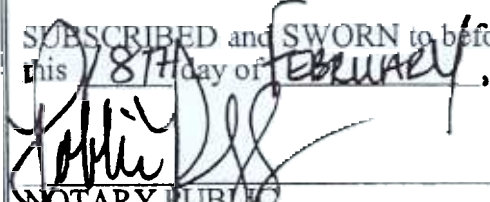
9 10. Respondent acknowledges the provisions in this Stipulation contain the entire
10 agreement between Respondent and the Board and the provisions of this Stipulation can only be
11 modified, in writing, with Board approval.

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

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

21 DATED this 18th day of Feb., 2005.

22 
23 SHAHRAM GHODSI, D.D.S.
Respondent

24 SUBSCRIBED and SWORN to before me
25 this 18th day of February, 2005.
26 
27 NOTARY PUBLIC

28 
JRS




SG

APPROVED AS TO FORM & CONTENT

APPROVED AS TO FORM & CONTENT

JOHN A. HUNT, ESQUIRE
Raleigh, Hunt & McGarry, P.C.
Board Counsel

VERNON LAMBORN, D.D.S., D.S.O.
Disciplinary Screening Office/Informal
Hearing Officer

APPROVED AS TO FORM & CONTENT

JOHN J. SEYMOUR, ESQUIRE
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 13 day of March, 2005.

NEVADA STATE BOARD OF DENTAL EXAMINERS

TONY GUERRA, D.D.S.
President

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