

**BEFORE THE ADMINISTRATIVE HEARING COMMISSION  
STATE OF MISSOURI**

<b>KENNETH ERIC ANTONOFF, D.D.S.</b>	)	
	)	
<b>Petitioner,</b>	)	
	)	
<b>vs.</b>	)	
	)	<b>Case No. 12-0315 DB</b>
<b>Director of Department of Insurance, Financial Institutions and Professional Regulation</b>	)	
	)	
<b>and</b>	)	
	)	
<b>Missouri Dental Board,</b>	)	
	)	
<b>Respondents,</b>	)	

**JOINT STIPULATION AND SETTLEMENT AGREEMENT**

Pursuant to the rules of governing practice and procedure before the Administrative Hearing Commission (1 CSR 15-2.450(1)) and pursuant to the terms of § 536.060, RSMo 2000, as it is made applicable to the Administrative Hearing Commission by § 621.135, RSMo, RSMo 2000, the parties waive the right to a hearing of the above-styled case by the Administrative Hearing Commission of the State of Missouri and jointly stipulate to the facts, cause for denial and consent to the issuance of a restricted and probated license to Petitioner, Kenneth Eric Antonoff, D.D.S., herein "Dr. Antonoff".

Respondent Missouri Dental Board (the "Board") acknowledges that it has received and reviewed a copy of the Complaint filed by Dr. Antonoff in this case and the parties submit to the jurisdiction of the Administrative Hearing Commission.

Dr. Antonoff acknowledges that he is aware of the various rights and privileges afforded him by law, including the right to appear and be represented by counsel; the right to present evidence to support the issuance of an unrestricted dental license, the right to cross-examine any witness appearing at the hearing against him; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the complaint he filed; and the right to a ruling on questions of law by an

administrative hearing commission. **Being aware of these rights provided, Dr. Antonoff by operation of the law, knowingly and voluntarily waives each and everyone of these rights and freely enters into this Joint Stipulation and Settlement Agreement before the Administrative Hearing Commission and agrees to abide by the terms of this document as they pertain to him.**

Joint Stipulation of Fact and Conclusions of Law

Based upon the foregoing, Dr. Antonoff and the Board jointly stipulate to the following facts, cause for denial and settlement of Dr. Antonoff's licensure request in settlement of the above-referenced case and request that the Administrative Hearing Commission dismiss, with prejudice, the pending denial appeal:

1. The Board is an agency of the State of Missouri created and established pursuant to §332.021, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 332, RSMo.
2. On or about October 13, 2011, Dr. Antonoff submitted an application for licensure as a dentist ("Application") by credentials.
3. Dr. Antonoff stated on his Application that on or about May 24, 1999, the New York State Board of Dentistry denied his initial licensure application due to an "inappropriate telefax" that he sent to a clinic patient to whom he had provided treatment as a part of his residency at Maimonides Hospital in Brooklyn, New York.
4. On or about September 13, 2002, after a hearing before the New York State Board of Dentistry, Dr. Antonoff was subsequently was issued a license to practice dentistry in the State of New York.
5. On or about January 24, 2003, Dr. Antonoff was issued a license to practice dentistry in the State of Illinois.
6. On or about March 18, 2011, Dr. Antonoff entered into a Consent Order with the Illinois Department of Financial and Professional Regulation, Division of Professional Regulation which reprimanded his Illinois Controlled Substance license and imposed a fine in the amount of \$5,000 based on allegations that Dr. Antonoff allowed his staff members to sign his name on controlled substance prescriptions issued to patients of his practice. This also resulted in a Letter of Admonishment from the Drug Enforcement Administration.
7. Based upon the foregoing agreed upon facts, cause exists for the Board to deny Dr. Antonoff's request for licensure pursuant to § 332.321.1 and § 332.321.2(8) and (13), RSMo 2000, which states in pertinent part:

1. The board may refuse to issue or renew a permit or license required pursuant to this chapter for one or any combination of causes stated in subsection 2 of this section or the board may, as a condition to issuing or renewing any such permit or license, require a person to submit himself or herself for identification, intervention, treatment or rehabilitation by the well-being committee as provided in section 332.327. The board shall notify the applicant in writing of the reasons for the refusal and shall advise the applicant of his or her right to file a complaint with the administrative hearing commission as provided by chapter 621.

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any permit or license required by this chapter or any person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

...

(8) Disciplinary action against the holder of a license or other right to practice any profession regulated by this chapter imposed by another state, province, territory, federal agency or country upon grounds for which discipline is authorized in this state;

...

(13) Violation of any professional trust or confidence[.]

8. As an alternative to refusing to issue a license, the Board may, at its discretion, issue a license subject to probation, pursuant to § 324.038.1, RSMo, which provides:

Whenever a board within or assigned to the division of professional registration, including the division itself when so empowered, may refuse to issue a license for reasons which also serve as a basis for filing a complaint with the administrative hearing commission seeking disciplinary action against a holder of a license, the board, as an alternative to refusing to issue a license, may, at its discretion, issue to an applicant a license subject to probation.

9. The Board agrees to this Order in lieu of denial of Antonoff's application for a dental license.

The Board has determined that this Order is necessary to ensure the protection of the public.

#### JOINT AGREED DISCIPLINARY ORDER

10. Based on the foregoing, the Missouri Dental Board grants Kenneth Eric Antonoff, D.D.S. a dental license, which is hereby placed on **PROBATION** for a period of five (5) years from the effective date of this Order, subject to the terms and conditions set forth below.

#### I. GENERAL REQUIREMENTS

A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.

- B. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- C. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.
- D. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.
- E. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.
- F. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).
- G. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

## II. ADDITIONAL REQUIREMENTS

- A. Licensee shall not allow his license to lapse.
- B. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

11. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610, 324, RSMo.

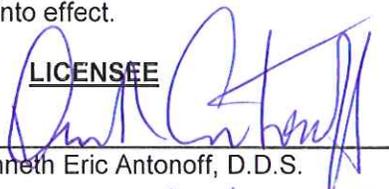
12. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

13. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for

attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

14. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

15. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE  
  
Kenneth Eric Antonoff, D.D.S.  
Date 8/9/12

BOARD  
  
Brian Barnett,  
Executive Director  
Missouri Dental Board  
Date 8/13/12