

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND LAURA M. CHRISTRUP, D.D.S.**

Come now Laura M. Christrup, D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline. Licensee enters this Settlement Agreement for the purposes of settlement only and to avoid the additional expense of litigation.

Pursuant to the terms of § 536.060, RSMo 2000, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding whether cause exists to discipline Licensee's license, and, additionally, the right to a hearing before the Board under § 621.110 and § 332.321, RSMo 2000, as amended.

Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the complaints against her; the right to appear and be represented by legal counsel; the right to have all complaints against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the complaints pending against her and, subsequently, the right to a hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to seek to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to her.

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline her license, along with citations to law and/or regulations the Board believes were violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's

license, numbered 2004033838 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, Cum. Supp. 2010 and Chapter 332, RSMo, as amended.

**Joint Stipulation of Fact and Conclusions of Law**

1. The Missouri Dental Board ("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.

2. Licensee Laura M. Christrup, D.D.S. is licensed by the Board as a dentist, License No. 2004033838. Licensee's Missouri license is current and active.

3. On December 3, 2010, the Board received Licensee's application to renew her Missouri Dental License. On the application to renew, Licensee disclosed to the Board that she had been terminated from employment on April 15, 2010, "because of medical inability to perform the duties of the position," and that her clinical staff privileges had been terminated.

4. Due to a temporary medical condition affecting her physical ability to practice dentistry, Licensee voluntarily took a leave of absence from practicing dentistry in December 2009. Licensee's employment was terminated in April 2010, when she was unable to return to her practice after exhausting all medical leave, which also resulted in the automatic termination of her clinical staff privileges.

5. Because Licensee has a temporary physical medical condition which intermittently affects her physical ability to perform the duties of a dentist, cause exists for the Board to discipline Licensee's dental license pursuant to § 332.321.2(20), RSMo, which states in pertinent part:

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:

(20) Being unable to practice as a dentist, specialist or hygienist with reasonable skill and safety to patients by reasons of professional incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics, chemicals, or as a result of any mental or physical condition. In enforcing this subdivision the board shall, after a hearing

before the board, upon a finding of probable cause, require the dentist or specialist or hygienist to submit to a reexamination for the purpose of establishing his or her competency to practice as a dentist, specialist or hygienist, which reexamination shall be conducted in accordance with rules adopted for this purpose by the board, including rules to allow the examination of the dentist's, specialist's or hygienist's professional competence by at least three dentists or fellow specialists, or to submit to a mental or physical examination or combination thereof by at least three physicians. One examiner shall be selected by the dentist, specialist or hygienist compelled to take examination, one selected by the board, and one shall be selected by the two examiners so selected. Notice of the physical or mental examination shall be given by personal service or registered mail. Failure of the dentist, specialist or hygienist to submit to the examination when directed shall constitute an admission of the allegations against him or her, unless the failure was due to circumstances beyond his or her control. A dentist, specialist or hygienist whose right to practice has been affected pursuant to this subdivision shall, at reasonable intervals, be afforded an opportunity to demonstrate that he or she can resume competent practice with reasonable skill and safety to patients.

6. The parties stipulate that Licensee's temporary medical condition constitutes a physical inability to practice as a dentist due to illness as set forth in § 332.321.2(20), RSMo., and agree to waive any examination or hearing requirement set forth in § 332.321.2(20), RSMo. in making that determination, as well as waiver of any further legal review by a court of competent jurisdiction.

7. The parties agree that while cause exists under § 332.321.2(20), RSMo., for the Board to impose discipline against Licensee's license, such disciplinary action is not necessary for the purposes of protecting the public because Licensee has voluntarily ceased practice as a dentist. Licensee agrees to voluntarily surrender her license to practice dentistry in the State of Missouri as further assurance to the Board, and the Board agrees in exchange to accept Licensee's voluntary surrender of her license in lieu of imposing any discipline.

8. This Agreement does not preclude the Board from taking disciplinary action for conduct not now known by the Board in violation of Chapter 332, RSMo, as amended.

9. Nothing in this Agreement shall preclude Licensee from applying in the future for licensure as a dentist in the State of Missouri.

**Joint Agreed Order and Voluntary Surrender**

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the Order entered by the Board in this matter, accepting Licensee's voluntary surrender in lieu of discipline under the authority of § 621.045.3, RSMo 2000:

The terms of this Order shall include the Board's acceptance of Licensee's **VOLUNTARY SURRENDER in lieu of discipline**. Licensee shall return all indicia of licensure to the Board. Licensee must reapply for a license in the State of Missouri should she wish to be licensed. Should she reapply for licensure, Licensee must meet all requirements for licensure at the time she reapplies. Should Licensee reapply for licensure, Licensee must provide the Board with documentation that she is fit to practice from a licensed medical or mental health professional.

10. 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.

11. The terms of this Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this 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.

12. Licensee, together with her heirs and assigns, and her 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.

13. 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.**

14. Understanding her rights as set forth in paragraph 13 herein, Licensee waives her right to review of this Agreement by the Administrative Hearing Commission, as well as any subsequent legal review by a court of competent jurisdiction.

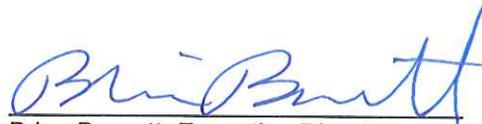
15. The Effective Date of this Agreement shall be the date this Agreement is signed by the Board's Executive Director, upon which date the voluntary surrender of Licensee's license shall be effectively immediately.

**LICENSEE**

  
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Laura M. Christrup, D.D.S.

Date 1-30-2015

**BOARD**

  
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Brian Barnett, Executive Director  
Missouri Dental Board

Date 2/9/2015