

JAN 18 2010

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

MISSOURI DENTAL BOAR

This Settlement Agreement and Mutual Release (hereinafter "Agreement") is entered into by and among Ted Lewis, D.M.D. (hereinafter "Dr. Lewis") and the Missouri Dental Board (collectively referred to herein as "the Parties").

**RECITALS**

WHEREAS, on or around February 24, 2010, the Missouri Dental Board filed its Second Amended Statement of Charges against Dr. Lewis docketed as case no. DB-10-03 (hereinafter referred to as "Board Proceeding") wherein the Board alleges that Dr. Lewis is in violation of the May 24, 2006 Consent Order;

WHEREAS, the Parties wish to settle the Board Proceeding without the need for a hearing by means of the present Agreement.

**AGREEMENT**

In order to finally settle any and all claims between them concerning the Board Proceeding, the Parties agree to the terms and obligations set forth below. Each party's respective obligations are deemed to be of sufficient consideration and in exchange for the other party's obligations hereunder.

**1. Factual Admissions**

The Parties acknowledge and agree that this Agreement is the compromise of disputed claims and that any obligations of the parties stated herein are not to be construed as an admission of liability on the part of any party hereto unless specifically designated as such. Dr. Lewis acknowledges that the Board filed its Second Amended Statement of Charges against him alleging a violation of the terms of discipline contained in the Consent Order. Dr. Lewis denies the charges in the Second Amended Statement of Charges except that Dr. Lewis acknowledges he entered a deferred prosecution agreement in Case No. 08SO-CR00076, wherein he admitted to writing prescriptions as referenced in paragraph 6 of the deferred judgment, which is attached and incorporated herein, after BNDD issued a revocation notice which Dr. Lewis did not personally receive.

**2. Dismissals/Voluntary Surrender**

Upon receipt of this fully executed Agreement, the Board shall dismiss with prejudice the Board Proceeding and all claims set forth in Case No. DB-10-03. In consideration for this dismissal, Dr. Lewis shall voluntarily surrender his license to practice dentistry on or before November 30, 2010. Dr. Lewis shall further return all indicia of licensure to the Board and shall not reapply for licensure as a dentist in Missouri. The Board hereby agrees to accept such voluntary surrender and no further action on this matter, or any other matters, shall be initiated against Dr. Lewis.

### 3. Release

For and in consideration of the dismissal described above, Dr. Lewis does hereby release and forever discharge the Missouri Dental Board, and all of its past and present agents, servants, employees, predecessors, successors, assigns, members, officers and directors, from any and all claims for costs and attorneys fees related to this matter under § 536.087, RSMo.

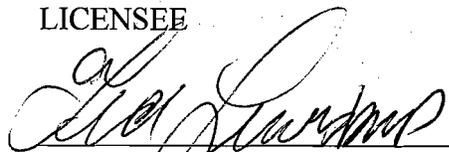
The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

### 4. Entire Agreement

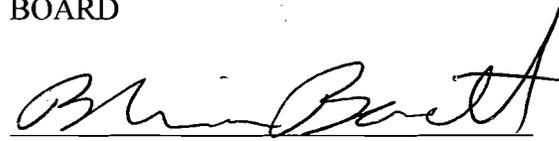
The Parties agree they have read and have full knowledge of the terms, conditions and effect of this Agreement with the assistance and advice of legal counsel. The Parties further acknowledge that no promise, inducement or agreement not herein expressed has been made and that this document constitutes the entire agreement between the Parties with regard to the matters set forth herein, and it shall be binding upon and inure to the benefit of the personal representatives, heirs, successors and assigns of each of the Parties hereto. The Parties further agree they will execute any and all documents necessary to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below. This Agreement shall take effect on the latest date of signature.

LICENSEE

  
TED LEWIS, D.M.D.

BOARD

  
BRIAN BARNETT  
Executive Director  
Missouri Dental Board

Date

1/12/2011

Date

1/18/2011

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF SCOTT )

EXHIBIT 3

AFFIDAVIT

Before me, the undersigned authority, personally appeared Paula Bouge,  
who being by me duly sworn, deposed as follows:

My name is Paula Bouge, I am of sound mind, capable  
of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of Scott County Prosecutor. Attached hereto are  
14 pages of records from St. vs. Ted Lewis. These 14 pages of  
records are kept by Scott County Prosecutor in the regular course of business, and it  
was the regular course of business for an employee or representative with knowledge of the act,  
event condition, opinion or diagnosis recorded to make the record or to transmit information  
thereof to be included in such record; and the record was made at or near the time of the act,  
event, condition, opinion or diagnosis. The records attached hereto are the original, exact  
duplicates of the original, or accurate reproductions of the original records as permitted by  
section 490.692

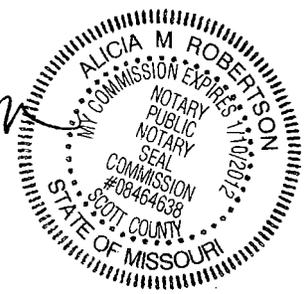
Paula Bouge  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official  
seal this 2nd day October, 2009, at my office in Scott County, State of  
Missouri.

Alicia M Robertson  
Notary Public

[seal]

My Commission Expires: 01/10/2012





Sikeston, MO, being a proposal to revoke Defendant's Missouri Controlled Substance Registration, a copy of both which are attached hereto and incorporated herein as Defendant's Exhibit #1.

**EXHIBIT 3**

5. The Missouri Department of Health, mailed a certified letter to George W. Gilmore, Jr., Defendant's attorney, dated January 9, 2007, advising that Dr. Lewis' prior Missouri Controlled Substances Registration was revoked, effective January 8, 2007, a copy of which is attached hereto and incorporated herein as Defendant's Exhibit #2.

6. Thereafter, Defendant Lewis prescribed controlled substances to certain dental patients in the course and conduct of treating them as follows, to-wit:

A. On January 15, 2007, Defendant prescribed hydrocodone, a controlled substance, to "M.R." (full name not used to protect patient confidentiality);

B. On January 18, 2007, Defendant prescribed hydrocodone, a controlled substance, to "B.M." (full name not used to protect patient confidentiality);

C. On February 5, 2007, Defendant prescribed hydrocodone, a controlled substance, to "T.M." (full name not used to protect patient confidentiality);

D. On January 23, 2007, Defendant prescribed hydrocodone, a controlled substance to "R.I." (full name not used to protect patient confidentiality);

E. On February 7, 2007, Defendant prescribed diazepam, a controlled substance to "K.B." (full name not used to protect patient confidentiality);

F. On January 15, 2007, Defendant prescribed diazepam, a controlled substance to "K.B." (full name not used to protect patient confidentiality);

G. On January 18, 2007, Defendant prescribed acetaminophen #three with codeine, a controlled substance, to "C.W." (full name not used to protect patient confidentiality);

**EXHIBIT** 3

H. On January 22, 2007, Defendant prescribed hydrocodone, a controlled substance to "S.L." (full name not used to protect patient confidentiality);

I. On January 22, 2007, Defendant prescribed hydrocodone, a controlled substance to "J.S." (full name not used to protect patient confidentiality).

7. As a result of Defendant having written the aforesaid prescriptions after the date of revocation of his Missouri Controlled Substance Registration Certificate, Plaintiff has filed the pending counts of criminal charges herein.

8. Whereas Defendant admits that all of the foregoing prescriptions for controlled substances were written by him after January 8, 2007, the date that the Missouri Department of Health provided that his Missouri Controlled Substance Registration was revoked as set forth in Defendant's Exhibit #2, he denies criminal conduct because the Notice of Revocation was not sent directly to him as required by statute, and because the prescriptions were written in the course of treating patients.

9. Inasmuch as Defendant has no prior criminal record and because all of the prescriptions were written for controlled substances for dental patients in the course and conduct of their treatment; further, because Defendant has not prescribed, distributed or dispensed controlled substances other than for the treatment of dental patients, nor has he ingested or otherwise consumed any controlled substances other than was prescribed for him by a physician, Plaintiff agrees to dismiss all pending

charges in consideration for which Defendant fully understands and agrees to the following, to-wit:

**EXHIBIT 3**

a. Defendant is subject to being charged with violating Section 195.252, RSMo, for having written each of the foregoing prescriptions after the date his registration to do so was revoked under Section 195.030.2, RSMo;

b. Defendant agrees to obey all laws and submit to any alcohol or drug testing upon the request of a law enforcement officer or the prosecuting attorney, bear the costs of such testing and understands that any refusal to submit or provide a proper sample for alcohol, breath or blood testing is a violation of this Agreement;

c. Defendant will not be in a personal relationship and/or associate with any person(s) on probation or parole for the period of this Agreement, nor will Defendant be in a personal relationship or associate with any person(s) who has/have been convicted of any felony drug offense under Missouri law or an equivalent offense under the laws of another state for the period of this Agreement. Defendant assumes responsibility for awareness of any such information pertaining to those with whom he engages in a personal relationship and/or associates with during the period of this Agreement.

e. Defendant will maintain full-time employment or be enrolled as a full-time student (24 credit hours per academic year) during the term of this Agreement unless disabled.

f. Defendant understands that should he fail to comply any of terms of this Agreement for 3 years from the date hereof, formal proceedings may be

initiated immediately at the sole discretion of the Prosecuting Attorney of Scott County, Missouri, for the same of similar offenses for which he is now charged, being the reinstatement of each of the ten (10) counts contained in the Information, each of said counts being the class D felony of distribution of a controlled substance in violation of Section 195.252, RSMo.

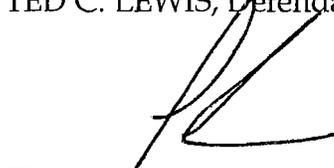
**EXHIBIT** 3

e. Defendant further understands that in the event the State pursues said charges the State may seek imprisonment, fine or a combination of both to the maximum extent provided by law. Alternatively, if Defendant faithfully and completely abides by the terms of this Agreement for the aforementioned period of said Agreement, the charges will not be reinstated against the Defendant and will remain dismissed.

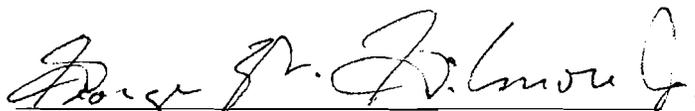
f. Defendant waives any claim to a speedy trial; Defendant freely and voluntarily enters into this Agreement with the advice of counsel on this 12<sup>th</sup> day of March, 2009.

  
\_\_\_\_\_  
TED C. LEWIS, Defendant

3-12-09  
Date

  
\_\_\_\_\_  
ANDREW LAWSON, # 58311  
Assistant Prosecuting Attorney

3.12.09  
Date

  
\_\_\_\_\_  
GEORGE W. GILMORE, JR., #23348  
Attorney for Defendant

3-12-09  
Date