

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND GUILAN NOROUZI , D.D.S.**

Come now Guilan Norouzi, D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this Settlement Agreement for the purpose of resolving whether Licensee's license as a dentist will be subject to discipline and the other matters set forth herein, including claims pending before the Administrative Hearing Commission of the State of Missouri ("AHC") and in the County of St. Louis, Missouri, which are mentioned below.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the AHC regarding cause to discipline the Licensee's license and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo. On the date this Settlement Agreement is executed, (a) the Board shall dismiss with prejudice the proceeding captioned *Missouri Dental Board v. Guilan Norouzi, D.D.S.*, cause number 08-0100 DB, pending before the AHC, (b) Licensee shall dismiss with prejudice all her claims in the suit captioned *St. Louis Center for Aesthetic & Restorative Dentistry–Guilan Norouzi, D.D.S., P.C. and Guilan Norouzi v. Missouri Dental Board*, case 08SL-CC05299, pending before the Circuit Court of St. Louis County, Missouri. Each party shall bear its own costs in both such actions.

Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges 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 charges pending against her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

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. And the Board agrees to abide by the terms of this Agreement, as they pertain to it.

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 only, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license, numbered 014151, is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

Licensee does not stipulate to the validity or enforceability of any regulation cited herein, as this Settlement Agreement in part settles her claim that such regulations are invalid. Nor, however, does the Board admit that any such regulation is not valid or is unenforceable.

Joint Stipulation of Facts and Conclusions of Law

A. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo, for the purpose of executing and enforcing the provisions of Chapter 332.

B. Licensee Guilan Norouzi, D.D.S. ("Licensee") is licensed by the Board as a dentist, License No. 014151. Licensee's Missouri license was at all times relevant herein, and is now current and active.

C. On or about March 9, 2007, Licensee treated patient J.C. using enteral conscious sedation. After the procedure, patient J.C. died. The Board does not claim and Licensee does not admit that J.C.'s death was caused by or as a consequence of any treatment by Licensee.

D. In connection with the treatment and sedation of J.C.:

1) Licensee did not record whether Licensee made a determination or documented the patient's ASA classification as mentioned by 20 CSR 2110-4.030(3)(A)(5)(i);

2) Licensee did not document indication of nothing by mouth as mentioned by 20 CSR 2110-4.030(6)(B)(3); and

3) Licensee did not document the start and finish times of local anesthetics used as mentioned by 20 CSR 2110-4.030(6)(B)(7).

E. Licensee's omissions violate 4 CSR 011-4.030, and thus Licensee failed to comply with Missouri Revised Statute section 332.321.2 (5), (6), (13).

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.045.3: The terms of discipline shall include that the dental license, license number 014151, be SUSPENDED for the period beginning November 15, 2014 and ending sixty (60) days thereafter. During the period of suspension, Licensee shall not be entitled to engage in the practice of dentistry under Chapter 332, RSMo. Licensee's license shall be placed on PROBATION from February 1, 2014 through March 31, 2016, with the exception of the period of suspension. During the probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided she adheres to all of the terms of this Settlement Agreement, which are:

1. 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.

2. Licensee shall submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, stating truthfully whether she has complied with all the terms and conditions of this Settlement Agreement by no later than January 1 and July 1 during each year of the Disciplinary Period.

3. Licensee shall keep the Board apprised of her current home and work addresses and telephone numbers. Provided she is not prevented from doing so by causes beyond her

reasonable control, Licensee shall inform the Board within ten (10) days of any change of home or work address and home or work telephone number.

4. 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" as used in this paragraph includes the state of Missouri and all other states and territories of the United States to the jurisdiction of which Licensee shall be subject at the applicable time. Licensee shall not be considered as failing to comply with such laws by committing any misdemeanor traffic violation, housing violation, or violation of any law that does not reflect upon her fitness to practice dentistry.

5. Licensee shall timely renew her 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.

6. If Licensee ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of her current place of business and residence, then the time of her unlicensed status or unknown whereabouts shall not be deemed to be any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo, and the Disciplinary Period shall be extended for such time.

7. Licensee shall accept and comply with reasonable unannounced visits from the Board's representatives at her place of business to monitor her compliance with the terms and conditions of this Settlement Agreement.

8. Licensee shall not allow her license, license number 014151, to lapse.

9. Licensee shall notify, within fifteen (15) days the date this Settlement Agreement is executed, 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.

Licensee represents that she has no facilities other than her own office where she so practices or has privileges.

10. Licensee shall not perform enteral or parenteral sedation and/or general anesthesia/deep sedation on any patient, nor shall Licensee utilize the services of another healthcare provider who is not licensed to perform such procedures to provide these services in her dental office.

Other Requirements

1. If Licensee fails to comply with the terms of this Settlement Agreement in any material respect, the Board may impose such additional or other discipline that it deems appropriate (including imposition of revocation) following reasonable notice and a hearing before the Board.

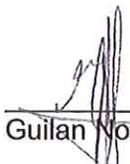
2. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document. However, this Settlement Agreement resolves all pending investigations, complaints and other actions of the Board or its staff with the exception of investigation # 2013-002588, # 2013-005153, and #2013-006344 that the Board is aware of as of the date of this Agreement involving or relating to Licensee. No such complaint or investigation shall by itself constitute a probation violation of this Agreement, and Licensee shall be entitled to all hearings provided by law with respect to such matters.

3. 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.

4. 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 a writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

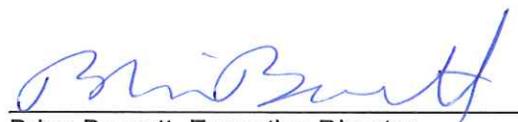
5. Licensee, together with her heirs, assigns and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board member, employees, agents, and attorneys, of or from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claim for attorney's fees and expenses, including any claim 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, except the obligations set forth in this Settlement Agreement. Except that the preceding sentence shall not constitute a release or waiver of any matter arising after April 5, 2013. The Board, together with its attorneys, does hereby waive, release, acquit and forever discharge the Licensee and her employees, agents, or attorneys, including all former 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 based upon, arising out of, or relating to any matter raised in this case, its settlement, or from the negotiation or execution of this Settlement Agreement, except the obligations set forth in this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement and it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion hereof to be void or unenforceable.

LICENSEE



Guilan Norouzi, D.D.S.
Date Jan - 22 - 2014

BOARD



Brian Barnett, Executive Director
Missouri Dental Board
Date 1/27/14