SETTLEMENT AGREEMENT BETWEEN THE MISSOURI STATE BOARD OF REGISTRATION FOR THE HEALING ARTS AND KATHLEEN SHARON O'BRIEN, P.A.

Come now Kathleen Sharon O'Brien, P.A., (hereinafter the "Licensee") and the State Board of Registration for the Healing Arts (hereinafter the "Board") and enter into this agreement for the purpose of resolving the question of whether Ms. O'Brien's license as a physician assistant will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that she understands the various rights and privileges afforded 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; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against the Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided to the Licensee by operation of law, the Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this agreement and agrees to abide by the terms of this document as they pertain to her.

2. The Licensee acknowledges that she may, at the time this agreement is effective or within fifteen days thereafter, submit this agreement to the Administrative

Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of the Licensee's license.

3. The Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein. The Licensee understands that the Board may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. The Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and the Licensee herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

7. The Licensee is licensed by the Board as a physician assistant, License Number 2002013883. This license was first issued on June 20, 2002. Licensee's license was current and active at all times relevant herein, but Licensee allowed her license to expire on January 31, 2010 because she is no longer living or practicing in Missouri.

8. Between December 15, 2006 and June 30, 2007, the Licensee received free demonstration products from company product representatives that were administered to several customers of Aestheticare, LLC on the premises of Aestheticare, LLC as part of training for Licensee. The demonstration products could not be sold to anyone and were labeled as "not for resale"; therefore, the products were not meant to generate revenue for the clinic. This was permissible under the policies of Aestheticare, LLC.

9. Licensee received and retained money directly from some of these customers as a gratuity for her time and service. Licensee believed this was permissible under the policies of Aestheticare, LLC. She did not intent to permanently deprive Aestheticare, LLC of money or property.

10. Matthew Taranto was an investor and the on-site manage of Aestheticare, LLC, and he would testify that it was a violation of the policy of Aestheticare, LLC from December 2006 through June 2007 for an employee to receive and retain any money directly from customers for services rendered on the premises and that all money received from customers should have gone to Aestheticare, LLC.

11. Licensee's conduct constitutes a cause for the Board to discipline the Licensee's license pursuant to §334.100.2(4), RSMo.

II. JOINT CONCLUSIONS OF LAW

12. Cause exists to discipline Licensee's license pursuant to Section 334.100.2(4), RSMo, which states:

> 2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or

> authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:
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> . . . .
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> (4) Misconduct,...unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:
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> . . . .

13. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2, RSMo.

14. Cause exists for the Board to take disciplinary action against the Licensee's license under § 334.100.2, RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on 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 §621.110 RSMo 2000. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

15. License number 2002013883, issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

16. If the Licensee is licensed in other jurisdictions, then she shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Licensee's disciplinary status in

Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

17. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this agreement shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

18. In the event The State Board of Registration for the Healing Arts determines that the Licensee has violated any term or condition of this agreement, the Board may elect to pursue any lawful remedies afforded it and is not bound by this agreement in its election of remedies concerning that violation. The Board may in its discretion, vacate this agreement and impose such further discipline as the Board shall deem appropriate pursuant to §324.042, RSMo.

19. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document.

20. No additional order shall be entered by this Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a

violation occurred and, if so, may impose further disciplinary action. The Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this agreement has occurred.

21. The Licensee hereby waives and releases the Board, its 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 attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

22. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

1-29-10

Kathleen Sharon O'Brien, P.A. Date

2/9/2010

Audrey Hanson McIntosh Date
Missouri Bar No.33341

BOARD

2/10/2010

Tina Steinman Date
Executive Director

2/11/10

Sreenu Dandamudi Date
General Counsel for the Board
MO Bar No. 50734

EFFECTIVE THIS 11 DAY OF February, 2010.