SETTLEMENT AGREEMENT BETWEEN  
MISSOURI DENTAL BOARD AND  
WALTER AUTRY, D.D.S.

Comes now Walter Autry, 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.

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 cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo 2000.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his 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 him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him 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 him.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline his license, along with citations to law and/or regulations the Board believes was 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 014687, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

**JOINT STIPULATION OF FACT AND CONCLUSIONS OF LAW**

**ALLEGATIONS COMMON TO ALL COUNTS**

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. Walter Autry (“Licensee”) is licensed by the Board as a dentist, License No. 014687. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. Licensee has a prior disciplinary history.

4. On December 12, 2003, Licensee’s license was suspended for 365 days followed by 5 years probation (“2003 Discipline”). The 2003 Discipline was based upon Licensee’s consumption of alcohol at his dental office.

5. On September 28, 2004, Licensee was found to be in violation of the 2003 Disciplinary Order, in that Licensee was found in his office practicing dentistry, treating patients and
his office staff were continuing to schedule patients for dates in the near future. Licensee’s license was placed on 5 years probation effective September 28, 2004 (“2004 Discipline”).

6. On June 21, 2007, Licensee pled guilty to Driving While Intoxicated in the Associate Circuit Court of Camden County, Missouri, Case No. 06CM-CR02082.

7. On December 13, 2006, Licensee submitted to a drug test pursuant to the terms of the 2004 Disciplinary Order. Licensee tested positive for alcohol.

8. On October 12, 2007, Licensee’s license was suspended for 90 days followed by 5 years probation for violations of the 2004 Discipline.

9. Licensee’s license is currently on probation.

10. On or about January 13, 2009, the Board received a complaint against Licensee’s license, Complaint No. 2009-000060.

11. In 2008, was a patient of Licensee’s.

12. On or about October 20, 2008, Mr. presented at Licensee’s dental office for a tooth extraction.

13. Licensee performed Mr.’s tooth extraction, removing tooth #18.

14. Following the extraction of tooth #18, Mr. experienced severe pain, and moderate left facial swelling around the extraction site.

15. On October 22, 2008, Mr. again presented at Licensee’s office for follow treatment related to the extraction.

16. Licensee ‘smoothed the bone down.’ This did not relieve Mr.’s pain and so he presented to his private medical doctor who suggested he see an oral surgeon.
17. On October 24, 2008, Mr. was presented at Midwest Oral and Maxillo-Facial Surgery on an emergency basis. Mr. was seen by Dr. T’s, D.D.S.

18. Dr. T’s observed a tear of the lingual soft tissue at the extraction site measuring 1 to 1.5 cm with a large area of exposed lingual bone. A panoramic x-ray and evaluation showed the majority of the roots for tooth #18 were still present.

19. Dr. T’s extracted the roots for tooth #18 and performed a gentle soft tissue closure of the lingual tissue. Mr. required several weeks of post-operative follow up to assure adequate healing.

20. During Licensee’s examination, evaluation and treatment of Mr. , Licensee acted with gross negligence, misconduct and incompetency in violation of section 332.321.2(5) and (20) in that he:

A. Failed to extract all the roots for tooth #18;
B. Left exposed bone present in and/or around the site of the extraction of tooth #18;
C. Failed to conduct an appropriate evaluation to determine whether all the roots for tooth #18 had been extracted;
D. Failed to conduct an appropriate evaluation to determine whether bone was exposed;
E. Failed to recognize and treat Mr. Aubuchon in a manner consistent with the standard of care.

21. Licensee failed to use that degree of skill and learning that a dentist ordinarily uses under the same or similar circumstances.
22. Licensee's conduct as alleged herein constitutes a gross deviation from that degree of skill and learning that a dentist ordinarily uses under the same or similar circumstances.

23. At the time of the events alleged herein, Licensee had formed a relationship of professional trust and confidence with Mr. in that Mr. relied upon the professional expertise of Licensee to ensure that he received proper and appropriate care in the extraction of tooth # 18 and to resolve his subsequent complaints.

24. Licensee's conduct as alleged herein violated Mr.'s professional trust and confidence.

25. Paragraph 24 on page 7 of the 2007 Disciplinary Order states:

Respondent 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.

26. Paragraph 40 on page 11 of the 2007 Disciplinary Order states:

If the Missouri Dental Board determines upon a proper hearing, that Respondent, Walter W. Autry, D.D.S., has violated a term or condition of the terms of his probation as set forth herein, or had otherwise failed to comply with the provisions of chapter 332 RSMo (2002), which violation would be actionable in a proceeding before the Missouri Dental Board as provided by 4 C.S.C. 110-2.160, before the Administrative Hearing Commission, or in a Circuit Court, the Missouri Dental Board may elect to pursue any lawful remedies or procedures afforded to it and is not bound by the type or nor the duration of discipline specified in this document in its election of remedies concerning such violation.

27. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5) and (13), 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, RSMo, 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:

   ....

   (5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

   (13) Violation of any professional trust or confidence;

   ....

28. Licensee’s conduct constitutes a violation of paragraph 24 of the October 12, 2007 Disciplinary Order.

**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, RSMo 2000:

1. Licensee’s dental license numbered 014687 is hereby VOLUNTARILY SURRENDERED. Licensee shall immediately return all indicia of licensure to the Board office.

2. 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 324, 332, and 610, RSMo.
3. The terms of this settlement agreement are contractual, legally enforceable, and 
binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement 
or 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.

4. 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.

5. Licensee understands that he may, either at the time the Settlement Agreement is 
signed by all parties, or within fifteen (15) days thereafter, submit the Agreement to the 
Administrative Hearing Commission for determination that the facts agreed to by the parties 
constitute grounds for disciplining Licensee’s license. If Licensee desires the Administrative 
Hearing Commission to review this Agreement, Licensee may submit his request to:
Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P. O. Box 1557, Jefferson City, Missouri 65101.

6. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the Board.

LICENSEE

[Signature]

WALTER A. AEY, D.D.S.

Date 1-19-2010

BOARD

[Signature]

BRIAN BARNETT
Executive Director
Missouri Dental Board

Date 1/20/10

ATTORNEY FOR THE BOARD:

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