SETTLEMENT AGREEMENT BETWEEN THE MISSOURI DENTAL BOARD
AND NOHAUD N. AZAN, D.D.S.

Nohaud N. Azan, D.D.S. ("Licensee") and the Missouri Dental Board ("Board") 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,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the state of Missouri ("AHC") regarding cause to discipline Licensee's license, and additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

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 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 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 is cause for discipline against Licensee's license.

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.
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 015420, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

**Joint Stipulations of Fact**

1. The Missouri Dental 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.

2. Nohaud N. Azan, D.D.S., is licensed by the Board as a dentist, License No. 015420. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. At all times relevant herein, Licensee maintained a dental practice at 1806 W. 11th Street, Sedalia, Missouri.

4. On or about December 26, 2012, the Board received a complaint from A.C., an attorney for E.K. The complaint, in the form of a copy of the Petition for Damages filed on behalf of E.K. in the Circuit Court of Pettis County, Missouri, against Licensee individually and Licensee's practice, alleged that Licensee forced himself on E.K., a former dental assistant working for Licensee, and touched in sexual and inappropriate ways. The petition also alleged that she "suffered numerous physical and psychological injuries and illnesses" and incurred expenses related to Licensee's maltreatment.

**Petition for Damages**

5. The petition alleges that E.K. brought the action "to remedy discrimination and harassment on the basis of sex" in violation of the Missouri Human Rights Act. The petition also asserts a claim of battery against Licensee.
6. The petition alleges that E.K. worked for Licensee as a dental assistant from April 2012 through September 19, 2012. The petition alleges that as the owner of the dental practice, Licensee supervised E.K. during her employment.

7. The petition alleges that throughout [E.K.]'s employment with Licensee, Licensee "continually sexually harassed and battered [E.K.] on a regular basis by touching her person and making sexually suggestive, insulting, and disgusting comments to her." The petition alleges that the harassment included but was not limited to:

   a. Licensee making sexually inappropriate comments about E.K.'s lips;
   b. Licensee trying to hold E.K.'s hand;
   c. Licensee calling her at home to ask if she wanted to go back to the office with him for non-work related activities;
   d. Licensee asking about E.K.'s sex life with her husband;
   e. Licensee telling E.K. that he "wanted to squeeze her buttocks;"
   f. Licensee squeezing E.K.'s buttocks and thighs with his hands.

8. The petition alleges that on July 17, 2012, Licensee "harassed and battered [E.K.] as follows:

   a. Licensee "trapped" E.K. in the waiting room after hours.
   b. Licensee grabbed the back of her head, kissed her and forced his tongue in her mouth.
   c. As E.K. pushed Licensee away and told him to stop, Licensee "grabbed her hand and forced it on the outside of his pants to feel his penis."
   d. "When [E.K.] jerked her hand away and tried to leave again, [Licensee] grabbed her waist, put his hand up her shirt and then put his hand down her pants and his fingers in her vagina."
   e. E.K. "broke away" and left the office.
f. The next day, Licensee kissed E.K. during work hours. He tried to kiss her again later that day and also trapped her in the lab and smacked her buttocks.

9. The petition alleges that "none of the above described actions by [Licensee] were welcome, consented to or wanted by [E.K.]. [Licensee] ignored her repeated pleas that he stop sexually harassing and inappropriately touching her."

10. The petition alleges that Licensee's actions were "sever and pervasive" and that E.K. believes Licensee sexually harassed and/or battered other female employees.

11. The petition alleges that Licensee "repeatedly sexually harassed [E.K.], including touching her person in sexual, inappropriate ways" and that each instance of touching constituted a "separate and distinct" battery against E.K.

12. The petition alleges that as a result of Licensee's actions, E.K. has "suffered numerous physical and psychological injuries and illnesses, and has incurred expenses related to the treatment of the same. These injuries include, but are not limited to severe past and future physical and emotional pain, suffering and distress; physical and emotional injury; loss of self-esteem, embarrassment, disgrace, and humiliation."

Board Investigation

13. On or about May 3, 2013, Board investigator Jeff Dampf travelled to Licensee's practice location to interview him. Upon meeting Dr. Azan, the Board investigator explained the complaint and asked Dr. Azan to speak with him about it.

14. Dr. Azan stated that he was aware of the civil suit against him. He stated he hired E.K. in April 2012 as a dental assistant. He stated that "they began flirting with one another after he hired her and towards the end of May 2012 E.K. 'came onto' him." He stated that E.K. informed him that she "flirt[s] a lot." He stated they mutually flirted with one another several times. He stated he was not having "relations" with her at that point and that the lawsuit she filed against him seeks a $200,000 settlement. With regard to the July 2012 incident, Licensee stated he believed it occurred
on July 18, 2012. He stated the office was closed and he was doing charts. He stated that E.K. returned to the office to get her water bottle and told Licensee that her husband was golfing. Licensee stated that they kissed each other in the interior doorway and she stated “this is crazy, I just got married.” Licensee stated that E.K. is 6’2” and he “could not force her to kiss him as she is much taller.” Licensee stated they talked for about 20 minutes and when she began to leave, he “placed his hand under her shirt.” He stated E.K. was “getting very hot.” He stated she was “getting very excited.” He stated he placed his hand down her pants and touched her vagina. He stated he penetrated her vagina. Licensee stated that E.K. then said she had to leave and she did not “even get her water bottle.” He stated that no police report was filed and E.K. “only wants money from him.” He stated “they are currently trying to get him to settle at $150,000.” He stated that he found out E.K. had a lawyer about ten days after the incident and shortly after that he followed E.K. to the back parking lot and stated “whatever happened does not have to happen again.” He stated he received the petition in the mail at his home. He stated he had performed dental work for E.K. as late as September 2012. He stated near the end of September, she asked him for her final paycheck and told him it was too uncomfortable working there. He stated he “may have ‘slapped her buttocks a few times’ and that he is “a touchy feely kind of guy.” He stated he felt like E.K. “brought on this situation and that he was hurt by it and had done nothing wrong.”

15. On or about May 3, 2013, the Board investigator met with E.K. to discuss the complaint. He met with E.K. at the offices of her new employer, A.B., D.D.S. E.K. agreed to speak with the Board investigator and informed him that she had told her new employer about the situation. E.K. stated that Licensee hired her in April 2012 as a dental assistant. She stated that after working there for about one month, Licensee began making comments to her regarding her sex life. E.K. stated that Licensee would try and hold her hand while she was working on patients and he would squeeze her buttocks if he walked behind her. She stated she told him to stop doing it but she “felt like she needed to be nice to him as he was her boss.” She stated she did not flirt with
him but she stated she has a "bubbly personality." She stated that regarding the July 2012 incident, she went back to the office to retrieve her water bottle. She stated when she arrived at the office, Licensee's car was there. She stated she went into the office and he was sitting behind the counter doing charts. She stated she was not having an affair with Licensee. She stated she went to the interior door inside the waiting room and Licensee stopped her and kissed her. She stated she told him she just wanted her water bottle. She stated he then untucked her tank top and placed his hand under her shirt on her breast. She stated as she turned to leave the office, Licensee grabbed her hand "and placed it on his penis." She stated he said "you know you want me." At this point in speaking with the Board investigator, E.K. started to cry and paused in describing the events. The Board investigator asked if Licensee then stuck his hand down her pants. She stated yes. She stated that Licensee stopped her from leaving, placed his hand down her pants and touched her vagina. She stated he did not penetrate her. She stated she broke away and left the office. She stated that Licensee called her twice on her way home but she did not answer. She stated she did not contact the police. She stated at work the next day she asked the office manager, D.B., not to leave her alone in a room with him. She stated she resigned September 19, 2012 and had not seen him since then.

16. On or about May 7, 2013, the Board investigator returned to Licensee's practice location to speak with him a second time. He performed an infection control inspection and requested E.K.'s patient record from Licensee. Licensee retrieved the patient record and provided Investigator Davidson with a copy.

17. On or about May 7, 2013, the Board investigator spoke with Licensee's office manager, D.B. D.B. stated that E.K. and Licensee "joked" back and forth with one another. D.B. stated she did not think Licensee sexually harassed E.K. and she did not know of any other complaints by employees. She stated E.K. was also his patient and "sat in his chair up until the day she left." D.B. stated it did not appear that E.K. was fearful of Licensee.
18. On or about May 7, 2013, the Board investigator spoke with Licensee’s dental assistant, J.S. J.S. stated Licensee never made any inappropriate comments or touched her inappropriately. She stated she had worked for Licensee for two years and never had any issues of him acting inappropriately. She stated she did not work with E.K. as she was on maternity leave. She stated she was aware E.K. hired a lawyer.

19. On or about May 13, 2013, the Board investigator spoke with E.K. a second time. The Board investigator asked E.K. what sort of procedures she would be doing when he would touch her hand. She stated typically she was doing the suctioning of patients’ mouths when he would touch her hand. She stated she also did sterilization and handed him instruments.

Infection control violations

20. On or about May 7, 2013, Board investigator Jeff Dampf completed an infection control inspection at Noaud N. Azan, D.D.S. Licensee was present at when the Board investigator completed the inspection. The inspection noted two areas of noncompliance with Centers for Disease Control (CDC) requirements.

a. Licensee failed to properly verify whether the sterilization equipment was functioning properly in violation of CDC guideline VI(D-F); and

b. Licensee’s sterilization procedure for instruments was not compatible with heat sterilization in violation of CDC guideline VI(A).

21. Following the inspection, the Board investigator reviewed the results with Licensee. The report also required Licensee to submit his weekly spore test results to the Board on a monthly basis to demonstrate that Licensee was complying with the weekly testing results of the sterilization equipment. On or about May 14, 2013, the Board received a facsimile from Licensee’s office showing a spore test from May 13, 2013.

Joint Agreed Conclusions of Law

22. Section 191.694, RSMo, states, in relevant part:
1. All health care professionals and health care facilities shall adhere to universal precautions, as defined by the Centers for Disease Control of the United States Public Health Service, including the appropriate use of hand washing, protective barriers, and care in the use and disposal of needles and other sharp instruments, to minimize the risk of HIV, HBV and other blood-borne infections to patients. Health care professionals and health care facilities shall comply with current guidelines, established by the Centers for Disease Control, for disinfection and sterilization of reusable devices used in invasive procedures.

23. Licensee had a relationship of professional trust and confidence with his employees in that Licensee's employees relied on Licensee as a licensed dentist to provide adequate training and supervision to enable the employees to perform their duties so that the Licensee's practice was in compliance with the statutes, regulations and standard of care pertaining to the practice of dentistry.

24. Licensee's conduct as stated in paragraphs 3 through 21 above, constitutes a violation of the professional trust and confidence placed in him by his employees, for which the Board has cause to discipline Licensee's dental license.

25. Licensee's conduct, as stated in paragraphs 3 through 21 above, constitutes incompetency, misconduct, fraud, dishonesty and gross negligence in the practice of dentistry, for which the Board has cause to discipline Licensee's license.

26. Licensee's conduct, as stated in paragraphs 20 through 21 above constitutes failing to maintain his office, equipment and instruments in a safe and sanitary condition for which the Board has cause to discipline Licensee's license.

27. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2, RSMo, which states in 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:
(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of, or relating to one's ability to perform, the functions or duties of any profession licensed or regulated by this chapter;

(13) Violation of any professional trust or confidence;

(17) Failing to maintain his or her office or offices, laboratory, equipment and instruments in a safe and sanitary condition[.]

**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.

28. Licensee's license as a dentist, numbered 015420, is hereby placed on PROBATION for a period of three (3) years ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of his Settlement Agreement.

I. **EDUCATIONAL REQUIREMENTS**
   A. Licensee shall take and pass the Board's jurisprudence examination within twelve (12) months of this Agreement becoming effective. Licensee shall contact the Board office to request a current law packet and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date Licensee desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the first twelve (12) months of the disciplinary period shall constitute a violation of this Agreement.

II. **GENERAL REQUIREMENTS**
A. 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.

B. Within ten (10) days of the effective date of this Settlement Agreement, Licensee shall provide the Board with his home address and telephone number. Thereafter, Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.

C. 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" here includes the state of Missouri and all other states and territories of the United States.

D. During the disciplinary period, Licensee shall timely renew his 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.

E. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.

F. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.

G. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).

H. 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.

III. ADDITIONAL REQUIREMENTS

A. Licensee shall not allow his license to lapse.

B. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, 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.
29. The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open and public record of the Board as provided in Chapters 324, 332 and 610, RSMo.

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

31. Licensee, together with his heirs and assigns, and his attorneys, 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 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 litigation, 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 void or unenforceable.

32. Licensee understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the Settlement 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.
33. 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 15 days after the document is signed by the Executive Director of the Board.

LICENSEE

[Signature]
Nohaud N. Azan, D.D.S.

Date 9/10/13

BOARD

[Signature]
Brian Barnett, Executive Director
Missouri Dental Board

Date 9/13/13
SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND NOHAUD N. AZAN, D.D.S.

Comes now Nohaud N. Azan, 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 to practice dentistry will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo¹, 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.

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.

¹ All statutory references are to the Revised Statutes of Missouri (2000), as supplemented.
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 015420, 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

1. 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.

2. Nohaud N. Azan ("Licensee") is licensed by the Board as a dentist, License
No. 015420. Except for the period from December 1, 2006 to February 5, 2007 when his license was
lapsed, at all other times relevant herein, Licensee’s license was current and active

UNLICENSED ACTIVITY

3. Licensee failed to submit the required renewal fee and application to renew his dental
license prior to December 1, 2006.

4. On December 1, 2006, Licensee’s license to practice dentistry expired.

5. On February 5, 2007, Licensee submitted the necessary fees and renewal application
to renew his dental license.
6. From December 1, 2006 through February 4, 2005, Licensee worked as a dentist and provided dental services at 1806 W. 11th Street, Sedalia, Missouri between the hours of 8 a.m. to 5 p.m. Monday through Friday to patients in violation §§ 332.081 and 332.181, RSMo.

FAILURE TO OBTAIN CONTINUING EDUCATION

7. Pursuant to §332.181.4 and 20 CSR 2110-2.240, Licensees are required to obtain fifty (50) hours of continuing education programs during the two-year period immediately preceding the renewal period to renew his or her license.

8. On Licensee’s February 5, 2006 renewal application Licensee swore and affirmed under penalty of law that he obtained fifty (50) hours of Board-approved continuing education during the period of December 1, 2004, through November 30, 2006.

9. The Board renewed Licensee’s license.

10. On February 20, 2007, the Board audited Licensee’s continuing education hours pursuant to 20 CSR 2110-2.240(2)(A), which states in pertinent part:

   The board may conduct an audit of licensees to verify compliance with the continuing education requirement. Licensees shall assist the board in its audit by providing timely and complete responses to the board’s inquiries.

11. Licensee failed to submit documentation for fifty (50) hours of continuing education for the December 1, 2004 through November 30, 2006 period.

12. Licensee has a duty to maintain full and complete records of all approved continuing education credits earned pursuant to and as defined by 20 CSR 2110-2.240(2)(A), which states in pertinent part:

   Each licensee shall retain records documenting his/her completion of the required hours of continuing education for a minimum of six (6)
years after the reporting period in which the continuing education was completed. The records shall document the licensee’s attendance at the continuing education course including, but not limited to, retaining the titles of the courses taken, dates, locations, receipts, course sponsors, agendas and number of hours earned.

13. Licensee’s failure to obtain the required fifty (50) continuing education credits is a violation of section 332.181 and of Regulation 20 CSR 2110-2.240.

14. Pursuant to Regulation 20 CSR 2110-2.240(5), “a violation . . . of this rule shall be deemed by the board to constitute misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional, or any combination of these, in the performance of the functions, duties, or both, of a dentist or a dental hygienist, depending on the licensee’s conduct.”

CAUSE FOR DISCIPLINE

15. Cause exists for the Board to take disciplinary action against Licensee’s license under § 332.321.2 (3), (4), (5), (6), and (13), RSMo, which state 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:

   (3) Use of fraud, deception, misrepresentation or bribery in securing any permit or license issued pursuant to this chapter or in obtaining permission to take any examination given or required pursuant to this chapter;

   . . .

   (4) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation;

   . . .
(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;

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

(13) Violation of any professional trust or confidence;

**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:

1. Licensee’s dental license numbered 015420 is placed on PROBATION for a period of five (5) years ("disciplinary period") beginning on the effective date of this Settlement Agreement. During the disciplinary period, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of this Settlement Agreement. The terms of the probation shall be:

I. **REQUIREMENTS REGARDING CONTINUING EDUCATION**

A. Licensee shall take the continuing education course in ethics sponsored by the University of Missouri-Kansas City or its equivalent. This continuing education shall be in addition to the continuing education required by law for licensure renewal by the Board. This course must be taken within the first twelve (12) months of Licensee’s disciplinary period. Licensee shall provide the Board with proof of attendance from the sponsor of the program no later than thirty (30) days after attending the course. Failure to obtain the required additional continuing education hours and/or submit the required documentation to the Board will result in a violation of the terms of discipline.
B. Licensee shall take and pass the Board's designated jurisprudence examination within six (6) months of the start of the disciplinary period. Licensee shall contact the Board office to request a current law packet and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date Licensee desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the first six (6) months of the disciplinary period shall constitute a violation of this Agreement.

C. Licensee shall complete the thirty-four (34) approved continuing education hours that he was delinquent within the first nine (9) months of the effective date of this Agreement. Licensee shall also complete an additional thirty-four (34) hours of approved continuing education within the first nine (9) months of the effective date of this Agreement for a total of 68 continuing education hours, of which fifteen (15) hours shall be in Endodontics and fifteen (15) hours shall be in Crown and Bridge. These hours are in addition to those hours required by law for renewal and must be classroom/out of office hours. NO correspondence or internet courses will be accepted by the Board. These additional continuing education hours cannot carry over into the next reporting period. Licensee shall provide the Board with proof of attendance of the continuing education hours no later than thirty (30) days after attending the course. Failure to attend the required continuing education programs and/or submit the required documentation to the Board will result in a violation of the terms of discipline.

II. GENERAL REQUIREMENTS

A. 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.

B. Licensee shall submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, stating truthfully whether he 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.

C. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.

D. 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" here includes the state of Missouri and all other states and territories of the United States.

E. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirement necessary to maintain Licensee's license in a current and active state.

F. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.9, RSMo.

G. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.

H. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, including revocation.

I. 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.

III. ADDITIONAL REQUIREMENTS

A. Licensee shall not allow his license to lapse.

B. The terms of discipline apply even if Licensee places his license on inactive status.

C. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, 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.

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 332, 610, 620, RSMo.
3. Upon the expiration of said discipline, Licensee’s license to practice dentistry in Missouri shall be fully restored if all other requirements of law have been satisfied; provided however, that in the event the Board determines that the Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline the Licensee.

4. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

5. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, 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, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

6. 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 an instrument
in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

7. 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 5 536.087, RSMo, or any claim arising under 42 U.S.C. 5 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 even in the event that any court of law deems this Settlement Agreement or any portion thereof to be void or unenforceable.

8. Licensee understands that he may, either at the time the settlement agreement is signed by all parties, or within fifteen 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

9. 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]

NOHAUD N. AZAN, D.D.S.

Date 11/19/07

BOARD

[Signature]

Sharlene Rimilll
Executive Director
Missouri Dental Board

Date 12/11/07

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ATTORNEY FOR THE BOARD