SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND JAMES G. BUNTON, D.D.S.

Come now James G. Bunton, D.D.S., ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of what, if any, discipline is appropriate to take against Licensee's Missouri dental license.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a full 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 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.

The Board has received and reviewed the record of the proceedings before the Administrative Hearing Commission and the Decision of the Administrative Hearing Commission. The record of the Administrative Hearing Commission is incorporated herein by reference in its entirety.

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 012255 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 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. Licensee James G. Bunton, D.D.S. is licensed by the Board as a dentist, license number 012255. Licensee's Missouri license is current and active.

3. On or about April 8, 2016, the Board filed a complaint before the Missouri Administrative Hearing Commission (AHC) seeking to discipline Licensee's license. Licensee filed his answer to the complaint on May 10, 2016. The AHC held a hearing on August 9, 2017. The Board was represented by Scott T. Evans.
of Evans Crow Halcomb, while Licensee was represented by Nicole L. Sublett and Joshua L. Hill of Newman, Comley & Ruth P.C. The AHC issued a decision on June 21, 2018 finding cause to discipline Licensee's dental license under § 332.321.2(1), (5) and (13). The AHC decision is incorporated herein by reference.

4. In accordance with the AHC decision, cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(1), (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:

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

... 

(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[.]

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:

5. The terms of discipline shall include that the dental license, license number 012255, shall be VOLUNTARILY SURRENDERED in lieu of discipline and Licensee shall return all indicia of licensure to the Board.

6. 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 and 324, RSMo.

7. 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.

8. 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, fccs, cots 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.

9. This settlement agreement goes into effect the date the document is signed by the Executive Director of the Board.

**LICENSEE**

James G. Bunton, D.D.S.

Date 8/17/18

Joshua L. Hill, Attorney for Licensee
Newman, Comley & Ruth P.C.

Date 8/20/18

**BOARD**

Brian Barnett,
Executive Director
Missouri Dental Board

Date 8/22/2018

Scott T. Evans, Attorney for Missouri Dental Bd.
Law Office of Evans Crow Halcomb

Date 9-23-19