SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND ADRIAN SOTO, D.D.S.

Come now Adrian Soto, 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, 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.

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 were 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 2016018476 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

¹ All statutory references are to Missouri Revised Statutes 2016, as amended, unless otherwise indicated.
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, RSMo.

2. Licensee, Adrian Soto, D.D.S. is licensed by the Board as a dentist, License No. 2016018476. Licensee’s Missouri license was at all times relevant herein, and is now, current and active.

3. On May 7, 2018, D.T. filed a complaint with the Board regarding Licensee and her treatment at Aspen Dental. D.T. alleged substandard dental care and dentures and requested a refund. In D.T.’s complaint, D.T. stated she had her first appointment June 21, 2016 when another dentist at Aspen Dental extracted seven teeth in anticipation of a lower denture. Aspen Dental delivered the denture on July 18, 2016 but she needed additional services from an oral surgeon which she received September 7, 2016. D.T. stated that in January or February 2017, the oral surgeon stated she was ready for the dentures. D.T. stated when she contacted Aspen, they stated they needed a tool they did not have and would make an appointment in April. D.T. stated she called in May because she had not heard from Aspen and by July 25, 2017, had received no communication from Aspen. D.T. stated that she paid $3,000 for the dental implants with the oral surgeon and $2,000 to Aspen but never received dentures that fit and allowed her to eat. She stated she does not trust Aspen, never wants to visit and wants her money back. On October 10, 2017, D.T. sent Aspen Dental a letter. In her October 10, 2017 letter, D.T. stated that Aspen Dental left her “an automated voicemail on my phone yesterday, asking me to call and make an appointment.” D.T. stated that she was “in the process of trying to figure out my next move” as she stated she did not have another $700.00 to complete the work on her dentures after $6,000 spent previously. She stated that she chose her dentures “because I wanted to have teeth that would work and look nice.” She stated after she got her denture she “started crying” because they “were grotesque” and kept coming out when she smiled, talked or ate.” She stated she “felt let down.” She stated that the next dentist she saw stated that she should not have had her teeth removed and needed implants. She stated that for “over a year, I have not been able to eat: well – good healthy things that I have been used to, like salads, nuts, raisins, etc.”
She stated she “felt embarrassed” when she smiled and avoided pictures. She stated she sometimes lisps. She stated she feels “sick that I threw $6,000 away.”

4. As a result of D.T.’s complaint, the Board initiated an investigation and requested a response from Licensee, as well as patient records. In his response, Soto stated that he first saw D.T. on August 23, 2017, when he was made the primary dentist. He stated when he saw D.T. on August 28, 2017, he informed D.T. that they would need to retrofit her denture following the work by the oral surgeon. He stated he informed D.T. that “special parts had to be ordered to accomplish it.” He stated D.T. met with the office manager and made an appointment for D.T. for the retrofit and informed D.T. of the cost of the retrofitting. He stated he had no further communication with D.T. Soto stated that on October 10, 2017, Aspen Dental received a letter from Licensee so “on October 18, 2017, I personally wrote a letter to the patient asking her to come into the office to discuss her treatment, answer her questions and to clarify any misunderstanding.” He stated that from October 198, 2017 to his last day working at Aspen on December 1, 2017, he “neither heard back from the patient in writing,” nor did she make “an appointment to meet with me.”

5. On October 25, 2018, Soto appeared before the Board during its regularly scheduled meeting. Soto testified that he was not sure why it took so long to get the parts to retrofit D.T.’s denture but it was “just the channels it has to go through.” Soto acknowledged that his clinical notes on or about August 8, 2017, showed that he would order the parts to retrofit the denture. He stated that during those two months, he was not sure what happened. “[W]e put in the order, we said what we need[ed] to do and then … we wait for them to get everything ready and orcer” them. He stated that he was the one providing care and that two months is “a little bit long, but I don’t have much control of that side.” He stated that management has control and though it is his responsibility to provide care, he “can’t recall if [he] was trying to push the issue or not” regarding where the order was. He stated he needed to be “a lot more concerned with the timeline of care” and in the future would “push the issue a little bit more.” He stated he did not write her a letter stating that he was moving out of the area and would not be able to complete her treatment because “usually the dentist that replaces you, keeps[s] up with the patients that are there.” Licensee repeatedly indicated that management had control of aspects such as ordering and communicating with patients when a dentist left the practice.

6. Section 332.081.4, RSMo, states:
A dentist shall not enter into a contract that allows a person who is not a
dentist to influence or interfere with the exercise of the dentist's
independent professional judgment.

7. Regulation 20 CSR 2110-2.114 states, in relevant part:

(2) Upon the relocation or cessation of practice described in section (1)
of this rule, the treating dentist, within thirty (30) days, shall notify in
writing all his/her active patients with unfinished services or treatments of
their rights under section (12) of this rule. Dentists who share in the fee
of any patient affected by this rule also shall notify the patient of his/her
rights. This notification may be made together with the treating dentist in
one (1) notice.

8. Licensee’s actions as described above, in paragraphs 3 through 5, allowing non-dentist
management to impact his independent professional judgment and allowing management to guide his practice
such that he abandoned patients, constitute cause to discipline Licensee’s license pursuant to section
332.321.2(6) and (13), RSMo.

9. Cause exists for the Board to take disciplinary action against Licensee’s license under
§ 332.321.2(6) and (15), 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:

   ... 

(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:

10. The terms of discipline shall include that the dental license, license number 2016018478, be
CENSURED.

11. 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.
12. 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.

13. 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.

14. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to:

Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High St, Jefferson City, MO 65102.

15. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.