SETTLEMENT AGREEMENT
BETWEEN
MISSOURI BOARD OF PODIATRIC MEDICINE
AND
LAWRENCE B. IKEN

Lawrence B. Iken (Iken) and the Missouri Board of Podiatric Medicine (Board) enter into this Settlement Agreement for the purpose of resolving the question of whether Iken's license as a podiatrist, no. 000360, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a disciplinary hearing before the Board under § 621.110, RSMo. The Board and Iken jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Iken 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 Iken may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board.

Being aware of these rights provided to him by law, Iken knowingly and voluntarily waives each and every one of these rights and freely enters

¹ All statutory citations are to the Revised Statutes of Missouri as amended, unless otherwise noted.
into this Settlement Agreement and agrees to abide by the terms of this
document as they pertain to him.

Iken acknowledges that he has received a copy of documents that were
the basis upon which the Board determined there was cause for discipline,
along with citations to law and/or regulations the Board believes were
violated. Iken stipulates that the factual allegations contained in this
Settlement Agreement are true and stipulates with the Board that Iken's
license as a podiatrist, license no. 000360, is subject to disciplinary action by
the Board in accordance with the relevant provisions of Chapter 621, RSMo,
and Chapter 330, RSMo, as amended.

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

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Board and Iken herein jointly stipulate
to the following:
1. The Board filed its complaint against Iken with the Administrative Hearing Commission, requesting it find that cause exists to discipline Iken's podiatrist license on December 29, 2015, case no. 16-2159.

2. Iken was personally served with process in case no. 16-2159, notifying him of the Board's suit against him on April 25, 2016, and a personal service affidavit was filed with the Administrative Hearing Commission on May 2, 2016.

3. A default decision was issued by the Missouri Administrative Hearing Commission in case no. 16-2159 in favor of the Board on June 9, 2016, granting the relief requested in the complaint.

4. The record of proceedings in case no. 16-2159 was certified to the Board on July 13, 2016.

II. Joint Agreed Disciplinary Order

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 § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo.

5. **Iken's license is revoked and all indicia of licensure shall be surrendered immediately.** Iken's license as a podiatrist is hereby
REVOKED and ALL INDICIA OF CERTIFICATION SHALL BE
SURRENDERED IMMEDIATELY upon this Settlement Agreement
becoming effective.

6. This Settlement Agreement does not bind the Board or restrict
the remedies available to it concerning any future violations by Iken of
Chapter 330, RSMo, as amended, or the regulations promulgated thereunder,
or of the terms and conditions of this Settlement Agreement.

7. This Settlement Agreement does not bind the Board or restrict
the remedies available to it concerning facts or conduct not specifically
mentioned in this Settlement Agreement that are either now known to the
Board or may be discovered.

8. Each party agrees to pay all their own fees and expenses incurred
as a result of this case, its litigation, and/or its settlement.

9. 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.
10. The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 324, 330, and 610, RSMo, as amended.

11. Iken, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.
12. If Iken does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE

[Signature]

Lawrence B. Iken

Date 1/16/17

MISSOURI BOARD OF PODIATRIC MEDICINE

[Signature]

Sandy Sebastian, Executive Director

Date: 1-23-2017

CHRIS KOSTER
Attorney General

[Signature]

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EFFECTIVE DATE
2-8-2017
STATE BOARD OF PODIATRIC EXAMINERS