

AUG 14 2017

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF DENTISTRY
AGENCY CASE # _____**

KBD

KENTUCKY BOARD OF DENISTRY

COMPLAINANT

v.

SETTLEMENT AGREEMENT

**DR. SERDAR ABADI
(LICENSE # 8429)**

RESPONDENT

*** **

Whereas, the Kentucky Board of Dentistry ("Board") having received a request from Dr. Serdar Abadi, DMD ("Respondent"), for reinstatement and this Board having conducted an investigation and review of all applicable records and files in its possession regarding Dr. Abadi, it is hereby stipulated and agreed between the parties that this matter shall be settled and resolved upon the following terms:

LICENSE AND STATUS

1. The Respondent may begin performing Phase I Dentistry on patients immediately upon both parties signing this agreement. For purposes of this agreement, Phase I Dentistry is defined as the treatment and elimination of all disease processes of the teeth and gums of a patient within the standard of care, that is, customary dentistry and necessary adjunctive treatment and which for terms of this Settlement Agreement shall include simple (non-impacted/non-wisdom) extractions, fillings, partials and dentures. As it relates to this settlement agreement "necessary adjunctive treatment" shall mean, for example, after removing teeth, decay, placing appropriate Class I through Class V filling.

2. The Respondent shall not resume performing any Phase II Dentistry until a reassessment report declares that he is competent to perform that particular type of Phase II

Dentistry, or until he is approved to resume that type of Phase II Dentistry as provided hereafter, and only after a Monitor has been approved as required hereafter. For purposes of this agreement, Phase II Dentistry is all dentistry that is not Phase I Dentistry, including but not limited to performing crowns, inlays, onlays, bridges, implants, root canal, veneers and all other extractions.

3. The Respondent has arranged for Dr. Timothy M. Armentrout of 540 E. Main Street, Lexington, Kentucky, 40508 to serve as a mentor/Monitor ("the Monitor") and the Board has agreed to Dr. Armentrout serving as Monitor.

4. The Monitor shall review the monitoring of the Respondent's dentistry practice and shall begin as soon as the Respondent resumes Phase I Dentistry.

5. Monitoring shall continue for two years after Respondent is approved to resume all Phase II Dentistry, unless at the end of the monitoring period, the Respondent has not been approved by the Monitor to resume any dentistry practice that the Respondent has been suspended after the Monitor declares the dentistry practice deficient.

6. Monitoring shall consist of unannounced onsite visits and review of records of Respondent's practice of dentistry.

7. Onsite visits may occur at any location that the Respondent performs dentistry treatment or care.

8. The Monitor may observe any and all of Respondent's dentistry treatment and care of patients that occur at each onsite visit.

9. During each onsite visit, the Monitor may select for review from patient records kept at the location they were created since the time Respondent resumes the practice of dentistry, or since the time of the prior monitoring visit at that location, whichever is later. The Respondent shall keep all records of his patient treatment and care at the site that the treatment and care were

performed. Respondent shall make all such records available to the Monitor during each onsite visit.

10. During each onsite visit, the Monitor may randomly select for review up to twenty (20) patient records involving Phase I Dentistry.

11. During each onsite visit, the Monitor may review any patient record involving Phase II Dentistry once the Respondent is approved to proceed with Phase II Dentistry.

12. Respondent shall provide to the Monitor on each onsite visit a list of all patients to whom he has provided dentistry treatment or care since the time he resumed the practice of dentistry, or since the time of the prior monitoring visit at that location, whichever is later. The list shall identify the date and provide a summary description of the treatment and care provided.

13. The Monitor shall perform no more than two onsite visits with records reviews in the first two months of monitoring; no more than four onsite visits with records reviews in the first six months of monitoring; and no more than three onsite visits with records reviews during each six month period, or partial six month periods, thereafter.

14. The Monitor shall submit to the Board a written report of each onsite visit and associated records review. The report shall identify specifically any of the Respondent's dentistry care or treatment that does not meet the accepted standard of dentistry care.

15. Upon receipt of the Monitor's report, the Respondent shall suspend the practice of any type of dentistry that the Monitor declares does not meet the accepted standard of dentistry care.

16. For any such deficient dentistry care or treatment, the Monitor shall determine the type of remediation the Respondent shall perform.

17. The Monitor shall have discretion to approve when Respondent is competent to resume the type of dentistry being remediated, and the Respondent shall resume such dentistry practice only when the Monitor so approves.

18. If warranted, the Board may initiate disciplinary charges against the Respondent based on the Monitor's reports.

19. All of the Monitor's work shall be at the Respondent's cost.

PARTICIPATION IN BOARD'S WELL-BEING PROGRAM

20. As a further condition of the settlement, Respondent agrees to immediately sign up for the well-being program through KYPRN for a minimum of 12 months;

21. Respondent recognizes that failure to attend any scheduled meeting/monitoring by and/or with the well-being program could result in the possible immediate temporary suspension of his license;

22. Participation in the well-being program shall be at the Respondent's cost.

VOLUNTARY WAIVER OF RIGHTS

23. The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice and has been represented in this matter by attorney Craig McCloud. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this agreement. The Respondent has freely and voluntarily entered into this agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after carefully reading it and developing a full understanding of all of its terms.

24. The Respondent is fully aware of the Respondent's rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own

expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the charges, the right to obtain judicial review of the Board's decision , and the right to appeal any final order of the Board to the Circuit Court of the county in which the Board met as otherwise allowed by KRS 313.090(19).

25. All of these rights are being voluntarily waived by the Respondent in exchange for acceptance of this Settlement Agreement.

USE OF THIS SETTLEMENT AGREEMENT

26. In the event that the Respondent commits any further violations of the Board's law or commits a substantial violation of the terms of this agreement, the Board may initiate new charges against the Respondent and treat this Settlement Agreement as disciplinary action for purposes of deciding the appropriate sanction for the new violations.

JURISDICTION

27. The Respondent acknowledges that the Board has jurisdiction over the Respondent and the conduct that has precipitated this Settlement Agreement.

28. The Respondent acknowledges that the Board retains jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board.

PUBLICATION OF SETTLEMENT

29. The Respondent acknowledges that, once signed by the parties, this Settlement Agreement may be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands that the Board is free to make any use of the contents of this agreement as it deems appropriate. Such uses shall include, but not be limited to, publishing the agreement on the Board website.

ENFORCEMENT OF SETTLEMENT AGREEMENT

30. The Respondent expressly understands that failure to comply with and complete all terms of this Settlement Agreement constitutes an immediate danger to the health, safety and welfare of the public for which the Board, its Law Enforcement Committee, or its Executive Director, may issue an immediate, temporary suspension of the Respondent's dental license, and a fine of not less than \$500.00 as administrative costs of the Board, prior to a full complaint hearing, with the right of the Respondent to appeal such emergency action as provided under KRS 13B.125.

~~31. If the Respondent commits a substantial violation of the terms of this settlement agreement, the Board may prosecute the charges against the Respondent that are resolved by this Settlement Agreement.~~

32. The Respondent agrees to indemnify the Board for any costs, including reasonable attorney's fees, incurred in enforcing this Settlement Agreement if the Board or a court determines, after notice and opportunity to be heard, that the Respondent has failed substantially to comply with any provision of this Settlement Agreement.

RELEASE OF LIABILITY

33. In consideration of execution of this Settlement, the Respondent for the Respondent personally, the Respondent's executors, administrators, successors and assigns, hereby releases

and forever discharges the Commonwealth of Kentucky, the Kentucky Board of Dentistry, and the Kentucky Attorney General, and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that the Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, and this settlement of its administration.

34. The Board agrees that it will not initiate any charges, known or unknown at this time, against Respondent based on Respondent's actions or a failure to act prior to the signing of this Settlement Agreement.

COOPERATION WITH THE BOARD

35. The Respondent agrees to cooperate with the actions of the Board, its members, agents, and employees to Monitor the Respondent's compliance with the terms and conditions of this Settlement Agreement.

36. It is hereby agreed between the parties that this Settlement Agreement shall be effective upon signing both parties.

37. The parties agree that the Board's Law Enforcement Committee chair, on behalf of the committee, can sign this agreement pursuant to the authority granted in KRS 313.090(10).

38. This Settlement Agreement embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board. This Settlement Agreement may not be altered, amended or modified without the express written consent of both parties.

HAVE SEEN, UNDERSTOOD, and APPROVED:



Serdar Abadi, D.M.D.
Respondent

Date: 8-14-17



Craig D. McCloud
Attorney for Respondent

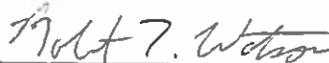
Date: 8/14/17
4817-5068-1420, v. 2

Kentucky Board of Dentistry



Dr. Brad Fulkerson, D.M.D., Chair
Law Enforcement Committee
Kentucky Board of Dentistry

Date: 8/16/17



Robert T. Watson
Attorney for Kentucky Board of Dentistry

Date: 8/16/17