

Commonwealth of Kentucky  
Before the Kentucky Board of Dentistry  
312 Whittington Parkway, Suite 101  
Louisville, Kentucky 40222

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JAN 30 2012

KBD

Agency Case Number 11-040

Kentucky Board of Dentistry

Complainant

v.

**Settlement Agreement**

Robert Brian Adkins, D.M.D.  
(License No. 6375)

Respondent

\*\*\*\*\*

Whereas, the Kentucky Board of Dentistry (hereinafter "Board") having information upon investigation of an initiating complaint that Robert Brian Adkins, D.M.D. (hereinafter "Respondent"), 1101 State Route 716, Ashland, Kentucky 41102, has acted in violation of

KRS Chapter 313, for which disciplinary action may be taken pursuant to KRS 313.080 (2)(e);

Whereas, the Respondent admits for the purposes of this Settlement Agreement the Board would be able to prove as follows:

At least one (1) count of a violation of KRS 313.080 (2)(e) pertaining to abuse, misuse, or misappropriate any drugs placed in the custody of the licensee or certified person for administration, or for use of others, or those drugs prescribed by licensee. This violation involved an investigation conducted by the Drug Enforcement Administration.

Whereas, the parties mutually desire to settle the issue in an expeditious manner, without the need for a formal hearing;

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved upon the following terms:

**Voluntary Waiver of Rights**

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. 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 a careful reading of it and a full understanding of all of its terms.

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 313.150 (3). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

#### **Jurisdiction**

The Respondent acknowledges that the Board has jurisdiction over the Respondent and the conduct which has precipitated this settlement. The Respondent also acknowledges that the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's license to practice dentistry upon proof of the allegations in the Formal Complaint pending against the Respondent.

all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration.

### **Acceptance by the Board**

It is hereby agreed between the parties that this Settlement Agreement shall be presented to the Kentucky Board of Dentistry with a recommendation for approval from the Board's attorney and Law Enforcement Committee at the next regularly-scheduled meeting of the Board.

The Respondent understands that the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing on the accusations against the Respondent may be scheduled. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Settlement Agreement, to hear the disciplinary accusation if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this agreement.

The Settlement Agreement will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

### Cooperation with the Board

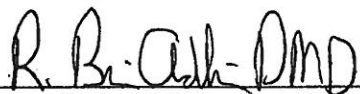
The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees to monitor the Respondent's compliance with the terms and conditions of this Settlement Agreement.

### Complete Agreement

This Settlement Agreement consists of six (6) pages, and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:

**Kentucky Board of Dentistry**



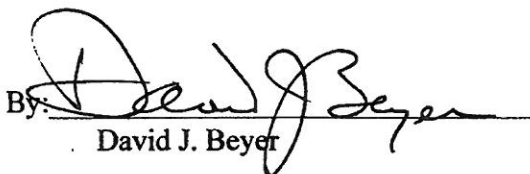
Robert Brian Adkins, D.M.D.

1101 State Route 716

Ashland, Kentucky 41102

*Respondent*

Date: 1/24/12

By:   
David J. Beyer

Kentucky Board of Dentistry

312 Whittington Parkway, Suite 101

Louisville, Kentucky 40222

*Counsel for the Board*

Date: 1/22/12