

BEFORE THE KANSAS DENTAL BOARD

FILED

In the Matter of the Licensure of:)
)
DON NGUYEN, D.M.D.)
Kansas License No. 60723)
_____)

Case No. 12-4

AUG 14 2012

KANSAS DENTAL BOARD

STIPULATION AND CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the Kansas Dental Board (the "Board") and Don Nguyen, D.M.D. (the "Respondent") as follows:

1. The Board is represented herein by its attorney, Randall J. Forbes of Frieden & Forbes, 555 South Kansas Avenue, Suite 303, Topeka, Kansas 66603. The Respondent is represented herein by his attorney, _____

2. The Board is the Kansas agency vested with the authority, pursuant to K.S.A. 74-1404 and K.S.A. 74-1406, to carry out and enforce the provisions of the Kansas Dental Law, K.S.A. 65-1401 *et seq.*, including conducting hearings and proceedings to revoke, suspend or otherwise discipline a Kansas license to practice dentistry.

3. The Respondent is presently entitled to engage in the practice of dentistry in the State of Kansas by reason of the Board having issued his Kansas license number 60723. At all times relevant hereto, the Respondent has held a current license to engage in the practice of dentistry in the State of Kansas.

4. The Board has received certain information, has investigated and has determined that there are reasonable grounds to believe that the Respondent has committed an act or acts in violation of the Kansas Dental Act, K.S.A. 65-1401 *et seq.*

5. Respondent hereby admits and waives any further proof in this or any other proceeding before or initiated by the Board, and upon motion duly made, seconded and passed, the Board finds, that:

A. An investigation by the Board has established that Respondent has engaged in one or more acts that violated the dental laws of another state, which justified the imposition of discipline against Licensee's license.

B. On or about December 16, 2011, Respondent entered into a Stipulated Settlement and Disciplinary Order with the Dental Board of California, Department of Consumer Affairs, State of California. In the Stipulated Settlement and Disciplinary Order, Respondent admitted:

On or about January 30, 2006, Patient J.G. went to North Rancho Cucamonga Dental Group with a chief complaint of a toothache on the lower left side of his mouth. Respondent was the treating dentist for Patient JG.

During the January 30, 2006 visit with Respondent, Patient J.G. filled out forms, had a full set of X-rays taken, had an oral exam, and had his blood pressure taken. It was noted that Patient J.G. had generalized, mild periodontitis and that his blood pressure was at 173/114. It was also noted by Dr. Nguyen that Patient J.G.'s tooth #16 had apparent gross decay and needed to be extracted.

On or about January 30, 2006, Respondent prepared teeth #12, 13, 14 and 15 for gold inlays and teeth #19, 20 and 21 for porcelain fused to gold crowns. Tooth #16 was not extracted during the January 30, 2006 visit.

On or about February 16, 2006, Patient J.G. returned to Respondent for follow up treatment. On or about that same date, crowns on teeth #13, 14, 15, 19, 20 and 21 were cemented. Tooth #16 was not extracted during the February 16, 2006 visit.

On or about March 6, 2006, Patient J.G. returned to Respondent for follow up dental treatment. The inlay on tooth #12 was cemented but tooth #16 was not extracted.

On or about May 1, 2006, Patient J.G. returned to Respondent for an emergency exam for pain in the upper and lower left side of Patient J.G.'s mouth. Two x-rays were taken of Patient J.G.'s mouth and Respondent adjusted high spots on the left side of Patient J.G.'s mouth. Tooth #16 was not extracted.

On or about May 5, 2006, Patient J.G. contacted Respondent because he was still experiencing pain in the left side of his mouth. Motrin was prescribed. Tooth #16 was not extracted.

On or about May 16, 2006, Patient J.G. saw Respondent again for tooth pain. X-rays were taken and Respondent explained to Patient J.G. that he needed to floss. No dental procedures were performed to alleviate the pain. Tooth #16 was not extracted.

On or about December 9, 2006, Patient J.G. went and saw Doctor Kansagra for his tooth pain. Two days later, Dr. Kansagra extracted tooth #16.

C. Pursuant to Respondent's conduct, the California Dental Board found Respondent to be in violation of section 1670 of the California Business and Professions Code because: (1) Respondent engaged in repeated acts of negligence in that his conduct departed from the customary standard of care of a dentist; and (2) Respondent's acts constituted gross negligence in that his conduct extremely departed from the standard of care of a dentist.

D. Furthermore, by and through the Stipulated Settlement and Disciplinary Order, the California Dental Board subjected Respondent's California license to discipline.

6. The Respondent agrees and consents, and the Board finds and concludes, that the following disposition is just and appropriate under the circumstances:

A. COMPLIANCE WITH THE CALIFORNIA ORDER. Respondent agrees to the Board entering, and the Board does hereby enter a final agency order requiring Respondent to fully and timely comply with each of the requirements set forth in the Stipulated Settlement and Disciplinary Order entered into between Respondent and the California Dental Board.

B. OTHER REQUIREMENTS. Respondent acknowledges and agrees that as a condition of this Stipulation and Consent Order he must, and the Board further orders the Respondent to:

1. Comply fully with this Stipulation and Consent Order; and
2. Comply fully with the Kansas Dental Act, the Board's rules and regulations and all state and federal laws relating to Kansas dentists.

7. Respondent agrees that all information in the possession of the Board's Investigation Member, its staff, its investigators and its attorney regarding the complaint which led to this disciplinary action, the investigation of the complaint and all information discovered during the pendency of the disciplinary action may be disclosed to and considered by the Board as part of the presentation and consideration of the proposal of settlement in the form of this Stipulation and Consent Order, with or without the presence of the Respondent or his attorney. In the event that this Stipulation and Consent Order is not accepted and approved by the Board, the Respondent further waives any objection to the Board members' consideration of this Stipulation and Consent Order or the information mentioned in the preceding sentence and further agrees to waive any claim of due process violation or the right to seek the disqualification of any Board member as a result of the Board member's consideration of said document and information.

8. The stipulations and orders contained herein shall not become binding until this Stipulation and Consent Order is approved and entered by the Board. The Respondent acknowledges that the approval of the Board's attorney shall not constitute the approval of the Board or bind the Board to approve this Stipulation and Consent Order.

9. The Respondent agrees that this Stipulation and Consent Order is in conformance with Kansas and federal law and the Board has jurisdiction to enter into it. The Respondent further agrees that the Kansas Dental Act, K.S.A. 65-1421 *et seq.*, is constitutional on its face and as applied in this case.

10. This stipulation constitutes the entire agreement of the parties and may only be modified by a subsequent writing signed by them. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

11. The Respondent acknowledges that he has the following rights:

A. To have formal notice of charges served upon him;

B. To file a response to the charges;

C. To have notice of and participate in a formal adjudicative hearing with the Board making specific findings of facts and conclusions of law based only upon evidence admitted at such hearing; and

D. To take advantage of all applicable provisions of the Kansas Administrative Procedures Act and the Act for Judicial Review and Civil Enforcement of Agency Action.

The Respondent freely waives these rights and acknowledges that said waiver is made voluntarily and in consideration of the Board's limiting the disciplinary action taken against him to those provided for herein. The Respondent further waives the right to seek reconsideration or appeal or otherwise contest this Stipulation and Consent Order.

12. The Respondent acknowledges that he enters into this Stipulation and Consent Order freely and voluntarily after consultation with counsel of his choosing. The Respondent further acknowledges that he has read this Stipulation and Consent Order in its entirety, that he understands its legal consequences and that he agrees that none of its terms are unconscionable, arbitrary or capricious.

13. Time is of the essence to this Stipulation and Consent Order. Respondent acknowledges and agrees that any violation of this Stipulation and Consent Order shall constitute

a willful violation of a lawful Board order and grounds for further disciplinary action against him. The pendency of any disciplinary action arising out of an alleged violation of this Stipulation and Consent Order shall not affect the obligation of Respondent to comply with all terms and conditions of this Stipulation and Consent Order.

14. This Stipulation and Consent Order constitutes the entire and final agreement of the parties. In the event any provision of this Stipulation and Consent Order is deemed invalid or unenforceable by a court of competent jurisdiction, it shall be severed and the remaining provisions of this Stipulation and Consent Order shall be given full force and effect.


15. Upon execution by all parties and entry as an order by the Board, this Stipulation and Consent Order shall be a public record in the custody of the Board.

16. This Stipulation and Consent Order shall become effective on the day it is approved, accepted and made an order of the Board by way of signature of the Board's President or the President's authorized representative.

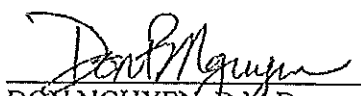
17. The Respondent acknowledges that he has been advised by the Board that he would have the right within 15 days after service of this Stipulation and Consent Order to file a petition for reconsideration with the Board and the right within 30 days after service of the Stipulation and Consent Order to file a petition for judicial review in the District Court of Shawnee County, Kansas in accordance with the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et seq.*, and to serve such a petition for judicial review on the Kansas Dental Board by serving B. Lane Hemsley, its Executive Director, at 900 SW Jackson, Room 564-S, Topeka, KS 66612. The Respondent hereby waives those rights.

ENTERED AND EFFECTIVE this 10th day of August, 2012.

KANSAS DENTAL BOARD

By: 
GLENN HEMBERGER, D.D.S.
President

AGREED AND APPROVED BY:


DON NGUYEN, D.M.D.

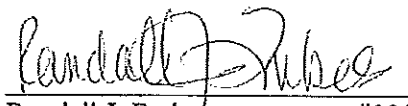
7/18/2012
Date


GLENN HEMBERGER, D.D.S.
Investigation Member

7/23/2012
Date

Respondent's Attorney's Name & Address

Date


Randall J. Forbes #09089
FRIEDEN, UNREIN & FORBES, LLP
555 S. Kansas Avenue, Suite 303
Topeka, Kansas 66603
TEL: (785) 354-1100
FAX: (785) 354-1113
Attorney for the Kansas Dental Board

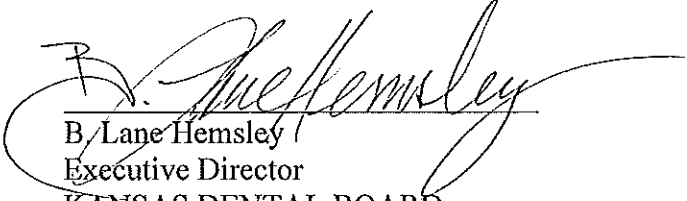
7/23/12
Date

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **STIPULATION AND CONSENT ORDER** was served by depositing same in the United States mail, postage prepaid, this 14th day of August, 2012, addressed to:

Randall J. Forbes
FRIEDEN, UNREIN & FORBES, L.L.P.
555 S. Kansas Avenue, Suite 303
Topeka, KS 66603

Don Nguyen, D.M.D.
2039 N. Springbrook St.
Andover, Kansas 67002.


B. Lane Hemsley
Executive Director
KANSAS DENTAL BOARD

1 KAMALA D. HARRIS
Attorney General of California
2 KAREN B. CHAPPELLE
Supervising Deputy Attorney General
3 RANDY M. MAILMAN
Deputy Attorney General
4 State Bar No. 246134
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 897-2442
6 Facsimile: (213) 897-2804
Attorneys for Complainant

7
8 **BEFORE THE**
DENTAL BOARD OF CALIFORNIA
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Accusation Against:

Case No. DBC 2010-73

11 **DON NGUYEN**
12 15 Desert Willow
Irvine, CA 92606
13 Dentist License No. 52661

OAH No. L-2011040140
**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

14 Respondent.

15 In the interest of a prompt and speedy settlement of this matter, consistent with the public
16 interest and the responsibility of the Dental Board of California of the Department of Consumer
17 Affairs, the parties hereby agree to the following Stipulated Settlement and Disciplinary Order
18 which will be submitted to the Board for approval and adoption as the final disposition of the
19 Accusation.

20 **PARTIES**

21 1. Richard DeCuir ("Complainant") is the Executive Officer of the Dental Board of
22 California. He brought this action solely in his official capacity and is represented in this matter
23 by Kamala D. Harris, Attorney General of the State of California, by Randy M. Mailman, Deputy
24 Attorney General.

25 2. Don Nguyen is represented in this proceeding by attorney C. Snyder Patin, whose
26 address is: 750 South Lincoln Avenue, Suite 104, Corona, CA 92882.
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28

1 3. On or about June 30, 2004, the Dental Board of California issued Dentist License No.
2 52661 to Don Nguyen ("Respondent"). The Dentist License was in full force and effect at all
3 times relevant to the charges brought in Accusation No. DBC 2010-73 and will expire on January
4 31, 2012, unless renewed.

5 JURISDICTION

6 4. Accusation No. DBC 2010-73 was filed before the Dental Board of California
7 ("Board"), Department of Consumer Affairs, and is currently pending against Respondent. The
8 Accusation and all other statutorily required documents were properly served on Respondent on
9 February 28, 2011. Respondent timely filed his Notice of Defense contesting the Accusation. A
10 copy of Accusation No. DBC 2010-73 is attached as exhibit A and incorporated herein by
11 reference.

12 ADVISEMENT AND WAIVERS

13 5. Respondent has carefully read, fully discussed with counsel, and understands the
14 charges and allegations in Accusation No. DBC 2010-73. Respondent has also carefully read,
15 fully discussed with counsel, and understands the effects of this Stipulated Settlement and
16 Disciplinary Order.

17 6. Respondent is fully aware of his legal rights in this matter, including the right to a
18 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
19 his own expense; the right to confront and cross-examine the witnesses against him; the right to
20 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
21 the attendance of witnesses and the production of documents; the right to reconsideration and
22 court review of an adverse decision; and all other rights accorded by the California
23 Administrative Procedure Act and other applicable laws.

24 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
25 every right set forth above.

26 CULPABILITY

27 8. Respondent admits the truth of each and every charge and allegation in Accusation
28 No. DBC 2010-73.

1 9. Respondent agrees that his Dentist License is subject to discipline and he agrees to be
2 bound by the Board's probationary terms as set forth in the Disciplinary Order below.

3 CONTINGENCY

4 10. This stipulation shall be subject to approval by the Dental Board of California.
5 Respondent understands and agrees that counsel for Complainant and the staff of the Dental
6 Board of California may communicate directly with the Board regarding this stipulation and
7 settlement, without notice to or participation by Respondent or his counsel. By signing the
8 stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek
9 to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails
10 to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary
11 Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal
12 action between the parties, and the Board shall not be disqualified from further action by having
13 considered this matter.

14 11. The parties understand and agree that facsimile copies of this Stipulated Settlement
15 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
16 effect as the originals.

17 12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
18 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
19 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
20 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
21 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
22 writing executed by an authorized representative of each of the parties.

23 13. In consideration of the foregoing admissions and stipulations, the parties agree that
24 the Board may, without further notice or formal proceeding, issue and enter the following
25 Disciplinary Order:

26 RECEIVED

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1 DISCIPLINARY ORDER

2 IT IS HEREBY ORDERED that Dentist License No. 52661 issued to Respondent Don
3 Nguyen ("Respondent") is revoked. However, the revocation is stayed and Respondent's Dental
4 License is placed on probation for two (2) years on the following terms and conditions.

5 1. OBEY ALL LAWS - Respondent shall obey all federal, state and local laws and all
6 rules and regulations governing the practice of dentistry in California, and remain in full
7 compliance with any court ordered criminal probation, payments and other requirements. A full
8 and detailed account of all misdemeanor and felony arrests and convictions shall be reported by
9 Respondent to the Board in writing within seven (7) days of occurrence. To permit monitoring of
10 compliance with this condition, Respondent shall submit a completed California Department of
11 Justice state and federal Livescan fingerprint form, unless previously submitted as part of the
12 licensure application process. Fingerprints shall be submitted within 15 calendar days of the
13 effective date of the Decision and Order.

14 2. QUARTERLY REPORTS - Respondent shall submit quarterly reports signed under
15 penalty of perjury stating whether there has been compliance with all the conditions of probation.
16 Respondent shall submit a quarterly report no later than seven (7) calendar days from the
17 beginning of the assigned quarter. Respondent shall continue to submit quarterly probation
18 reports to the Board even during any period of tolling.

19 3. COMPLY WITH THE BOARD'S PROBATION PROGRAM - Respondent shall
20 fully comply with the conditions of probation established by the Board and all requirements
21 necessary to implement the conditions of probation. Respondent shall cooperate with the Board in
22 its monitoring and investigation of the Respondent's compliance with the conditions of probation.
23 Respondent shall respond to all requests and inquiries from the Board within the time period
24 specified by the Board. Upon successful compliance with the conditions of probation, and
25 completion of the probation term, Respondent's license shall be fully restored.

26 4. ADDRESS CHANGE, NAME CHANGE, LICENSE STATUS - Respondent shall
27 inform the Board in writing within 15 calendar days of any change in his address of record,
28 physical employment address, physical residence address, and any legal name change.

1 Respondent shall maintain an active, current license with the Board, including while suspended
2 from practice of dentistry unless otherwise specified by the disciplinary orders. Any
3 misrepresentation by Respondent of his restricted license status to the public shall be a violation
4 of the probation conditions.

5 5. MEETINGS AND INTERVIEWS - Respondent shall appear in person for meetings
6 and shall be available by telephone for interviews as directed by the Board.

7 6. STATUS OF RESIDENCY, PRACTICE, OR LICENSURE OUTSIDE OF STATE -
8 In the event Respondent should leave California to reside or practice outside the state,
9 Respondent must provide written notification to the Board of the dates of departure and
10 anticipated return to the state. Respondent's probation is tolled, if and when he or she ceases
11 practicing in California. Respondent shall continue to submit quarterly probation reports to the
12 Board even during any period of tolling. Period of practice outside of California will not apply to
13 the reduction of the probationary period. Respondent shall provide a list of all states, United
14 States territories, and elsewhere in the world where he or she has ever been licensed as a dentist
15 or dental auxiliary or held any health-care related professional license or certificate. Respondent
16 shall further provide information regarding the status of each license and certificate and any
17 changes in the license or certificate status during the term of probation. Respondent shall inform
18 the Board if he or she applies for or obtains a dental or dental auxiliary license or certificate
19 outside of California during the term of probation. For purposes of this condition, non-practice
20 due to Board ordered suspension or in compliance with any other condition of probation, shall not
21 be considered a period of non-practice.

22 7. SUBMIT DOCUMENTATION - Upon request, Respondent shall submit
23 documentation to the Board including, but not limited to the following: Livescan forms, quarterly
24 reports, authorization for release of confidential information. Such documentation shall be
25 submitted under penalty of perjury, as required by the Board. On a case-by-case basis,
26 documents shall be required to contain statements relative to Respondent's compliance with all
27 the conditions of probation, and compliance with Board instructions.

28 8. COST RECOVERY - Respondent is hereby ordered to reimburse the Board the

1 amount of \$4,500.00 within ninety (90) calendar days from the effective date of this decision for
2 its investigative and prosecution costs up to the date of the hearing. Failure to reimburse the
3 Board's cost of its investigation and prosecution shall constitute a violation of the probationary
4 order. Periods of non-practice by Respondent or periods of tolling shall not relieve Respondent of
5 his obligation to reimburse the Board for its costs.

6 9. PROBATION MONITORING COSTS: All costs incurred for probation monitoring
7 during the entire probation shall be paid by the Respondent. The monthly cost may be adjusted as
8 expenses are reduced or increased. Respondent's failure to comply with all terms and conditions
9 may also cause this amount to be increased. All payments for costs are to be sent directly to the
10 Board and must be received by the dates specified. If Respondent is unable to submit costs for
11 any month, he or she shall be required, instead to submit an explanation of why he or she is
12 unable to submit the costs, and the dates he or she will be able to submit the costs including
13 payment amounts. Supporting documentation and evidence of why the Respondent is unable to
14 make such payments must accompany this submission. In addition to any other disciplinary
15 action taken by the Board, the probationary period will be extended.

16 10. LICENSE SURRENDER - If Respondent ceases practicing due to retirement, health
17 reasons or is otherwise unable to satisfy the conditions of probation, Respondent may surrender
18 his license to the Board. The Board shall evaluate Respondent's request and to exercise its
19 discretion whether to grant the request, or to take any other action deemed appropriate and
20 reasonable under the circumstances. Such surrender shall be accomplished through a written
21 stipulated agreement, without the filing of an accusation or petition to revoke probation, and
22 without further hearing. Upon formal acceptance of the surrender, Respondent shall deliver his
23 wallet and wall certificate to the Board or its designee and Respondent shall no longer practice
24 dentistry or be subject to the conditions of probation. Surrender of Respondent's license shall be
25 considered a disciplinary action and shall become a part of Respondent's license history with the
26 Board. If Respondent re-applies for a dental license, the application shall be treated as a petition
27 for reinstatement of a revoked license.

28 11. FUNCTION AS A LICENSEE - Respondent, during the period of probation, shall

1 engage in the practice of dentistry in California for a minimum of sixteen (16) hours per week or
2 sixty-four (64) hours per calendar month. For the purpose of compliance with this section,
3 "engaged in the practice of dentistry" may include, when approved by the Board, volunteer work
4 in dentistry work in any non-direct patient position that requires licensure.

5 In the event Respondent should leave California to practice outside the state, Respondent
6 must provide written notification to the Board of the dates of departure and anticipated return to
7 the state. Respondent's probation is tolled, if and when he or she ceases practicing in California.
8 Periods of practice outside of California will not apply to the reduction of the probationary
9 period. In the event Respondent ceases to practice a minimum of sixteen (16) hours per calendar
10 week or sixty-four hours per calendar month in California, Respondent must provide written
11 notification of that fact to the Board. The period when the Respondent is not practicing, the
12 minimum number of hours, will not apply to the reduction of the probationary period. Absence
13 from practice shall not relieve the Respondent from maintaining a current license or from
14 fulfilling all of the terms and conditions of probation. For purposes of this condition, non-practice
15 due to Board ordered suspension shall not be considered a period of non-practice. If Respondent
16 stops practicing in California for a total of five (5) years, Respondent's license shall be
17 automatically cancelled. If Respondent has not complied with this condition during the
18 probationary term, and Respondent has presented sufficient documentation of his good faith
19 efforts to comply with this condition, and if Respondent is in compliance with all other probation
20 conditions, the Board, in its sole discretion, may grant an extension of Respondent's probation
21 period up to one year without further hearing in order to comply with this condition. During the
22 one year extension, all original conditions of probation shall apply unless they have been
23 modified by the Board via a petition for modification of probation.

24 12. CONTINUANCE OF PROBATIONARY TERM/COMPLETION OF PROBATION

25 - If Respondent violates the terms of this probation in any respect, the Board, after giving
26 Respondent notice and the opportunity to be heard, may set aside the stay order and impose the
27 revocation or suspension of the Respondent's license. If, during the period of probation, an
28 accusation and/or a petition to revoke probation or both has been filed against Respondent's

1 license or the Attorney General's Office has been requested to prepare an accusation and/or a
2 petition to revoke probation or both against Respondent's license, the probationary period shall
3 automatically be extended and shall not expire until the accusation and/or the petition to revoke
4 probation has been acted upon by the Board. Upon successful completion of probation,
5 Respondent's license will be fully restored.

6 13. SALE OR CLOSURE OF AN OFFICE AND/OR PRACTICE - If Respondent sells
7 or closes his office after the imposition of administrative discipline, Respondent shall ensure the
8 continuity of patient care and the transfer of patient records. Respondent shall also ensure that
9 patients are refunded money for dental work not completed, and shall not misrepresent to anyone
10 the reason for the sale or closure of the office and/or practice. The provisions of this condition in
11 no way authorize the practice of dentistry by the Respondent during any period of license
12 suspension.

13 14. NOTIFICATION - Prior to engaging in the practice of dentistry, the Respondent shall
14 provide a true copy of the Decision and Accusation to his employer and at any other facility
15 where Respondent engages in the practice of dentistry. Respondent shall submit proof of
16 compliance to the Board or its designee within 15 calendar days. This condition shall apply to any
17 change(s) in place of employment.

18 15. REMEDIAL EDUCATION - Within (90 days) of the effective date of this decision,
19 Respondent shall submit to the Board for its prior approval, an appropriate program of remedial
20 education related to periodontal disease in an educational facility or program which must also to
21 be approved by the Board. The exact number of hours and specific content of the program shall
22 be determined by the Board or its designee. Respondent shall successfully complete the remedial
23 education program and may be required to pass an examination administered by the Board or its
24 designee related to the program's content. Respondent shall pay all costs of the remedial
25 education program.

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1 ACCEPTANCE

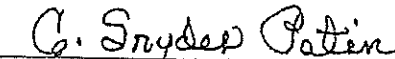
2 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
3 discussed it with my attorney, C. Snyder Patin. I understand the stipulation and the effect it will
4 have on my Dentist License. I enter into this Stipulated Settlement and Disciplinary Order
5 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
6 Dental Board of California.

7
8 DATED: 11/03/11


9 DON NGUYEN
Respondent

10 I have read and fully discussed with Respondent Don Nguyen the terms and conditions and
11 other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its
12 form and content.

13 DATED: 11/03/11


14 C. SNYDER PATIN
Attorney for Respondent


15
16 ENDORSEMENT

17 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
18 submitted for consideration by the Dental Board of California of the Department of Consumer
19 Affairs.

20
21 Dated: 11/14/2011

Respectfully submitted,

22 KAMALA D. HARRIS
Attorney General of California
23 KAREN B. CHAPPELLE
Supervising Deputy Attorney General



24
25
26 RANDY M. MAILMAN
Deputy Attorney General
Attorneys for Complainant

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