

BEFORE THE KANSAS DENTAL BOARD

FILED
JUL 24 2009
KANSAS DENTAL BOARD

In the Matter of)
)
TREVOR CLEMONS, D.D.S.)
Kansas License No. 60455)

File No. 08-165

STIPULATION AND CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the Kansas Dental Board (the "Board") and Trevor Clemons, D.D.S. (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, David R. Frensley, 47th and Main, Country Club Plaza, Ste 445, 2 Cleaver II Blvd, Kansas City, Missouri 64112-1683.

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 him Kansas license number 60455. 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.*

Respondent hereby admits and waives any further proof in this or any other proceeding before or initiated by the Board that in October 2008 he entered into a Settlement Agreement with the Missouri Dental Board, which agreement, among other disciplinary action, placed his Missouri dental license on a probationary status for a period of eighteen (18) months (the "Missouri Settlement"). A true and correct copy of the Missouri Settlement is marked Exhibit A and attached hereto.

The Board further finds and concludes that the aforesaid conduct is grounds for disciplinary action in the State of Kansas pursuant to K.S.A. 65-1436(b) and K.S.A. 65-1436(a)(18).

5. 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 MISSOURI SETTLEMENT. Respondent hereby agrees and consents to the Board's entry of an order requiring the Respondent to:

(i) Remain in full compliance with all of the requirements on the Missouri Settlement throughout the period of time those requirements are in effect.

(ii) Authorize the Missouri Dental Board to provide the Board full and complete documentation and information regarding the Respondent's compliance with the terms and conditions of the Missouri Settlement.

(iii) If at any time during the period from the effective date of this Stipulation and Consent order through May 5, 2010, the Respondent practices dentistry in the State of Kansas, to refrain from purchasing, stocking, dispensing, administering or otherwise possessing or distributing any controlled substance.

(iv) If at any time during the period from the effective date of this Stipulation and Consent order through May 5, 2010, the Respondent practices dentistry in the State of Kansas, to immediately notify any hospital, nursing home, out-patient center, surgical center, clinic, other facility, dentist or dental practice for which he works of this Stipulation and Consent Order and the Missouri Settlement.

B. JURISPRUDENCE EXAMINATION. Respondent agrees, and the Board further orders the Respondent, within ninety (90) days of the effective date to the Stipulation and Consent Order contemplated hereby, to take the Kansas Jurisprudence Examination. The Board further orders that if the Respondent fails to pass the examination, he shall retake it within ten (10) days of being notified he failed to pass. The Board further orders that that the examination(s) be taken at the Board office in Topeka, Kansas and that it shall be the responsibility of the Respondent to make arrangements with the Board office to take the examination within the time period provided for herein.

C. 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. For purposes of reporting to the National Practitioner's Data Bank, this matter shall be categorized as follows:

A. Adverse Action Classification: "1125 Probation of License."

B. Basis For Action: "99 – Other – Not Classified – Discipline of license by another state's licensing agency."

18. 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 Betty Wright, its Executive Director, at 900 SW Jackson, Room 564-S, Topeka, KS 66612. The Respondent hereby waives those rights.

ENTERED AND EFFECTIVE this 24th day of JULY, 2009.

KANSAS DENTAL BOARD

By: 
RICHARD DARNALL, D.D.S.
President

AGREED AND APPROVED BY:


TREVOR CLEMONS, D.D.S.

4-21-09
Date


BRAD HIGGERSON, D.M.D.
Investigation Member

Date

DAVID FRENISLOT
Respondent's Attorney's Name & Address

Date

2 EMMAVA CLAVIA # BLVD
445
K AN~~AS~~ CITY, MO 64112-1654


Randall J. Forpes #09089
FRIEDEN & FORBES
555 S. Kansas Avenue, Suite 303
Topeka, Kansas 66603
TEL: (785) 232-7266
FAX: (785) 232-7266
Attorney for the Kansas Dental Board

4.24.09
Date

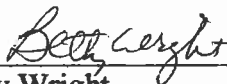
CERTIFICATE OF SERVICE

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 28th day of July, 2009, addressed to:

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

David R. Frensley
47th and Main
Country Club Plaza, Ste 445
2 Cleaver II Blvd.
Kansas City, Missouri 64112-1683

Trevor Clemons, D.D.S.
10112 Mackey
Overland Park, Kansas 66212



Betty Wright
Executive Director
KANSAS DENTAL BOARD



Matt Blunt
Governor
State of Missouri

David T. Broeker, Director
DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance
Financial Institutions
and Professional Registration
Linda Bohrer, Acting Director

Brian Barnett
Executive Director

MISSOURI DENTAL BOARD
3605 Missouri Boulevard
P.O. Box 1367
Jefferson City, MO 65102-1367
573-751-0040
573-751-8216 FAX
800-735-2966 TTY
800-735-2466 Voice Relay Missouri
dental@pr.mo.gov
<http://www.pr.mo.gov>

December 12, 2008

Kansas

To Whom It May Concern:

This will certified that the attached documents are true and accurate copies of the files contained in the Missouri Dental Board Office on Dr. Trevor Clemons.

Sincerely,

Donna K. Steelman

Donna K. Steelman
Office Support Assistant

DKS:ps

STATE SEAL

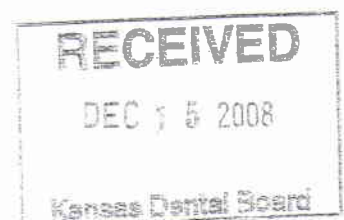
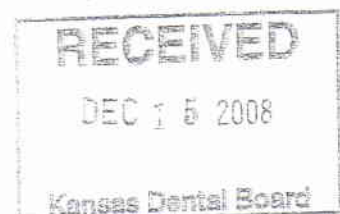


EXHIBIT A

TREVOR S. CLEMONS,
D.D.S.

PROBATION: 18 MONTHS
Beginning: November 5, 2008
Ending: May 5, 2010

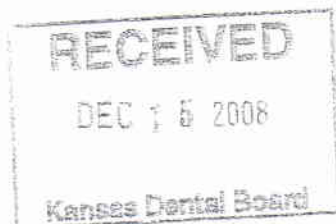


**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND TREVOR S. CLEMONS, D.D.S.**

Comes now Trevor S. Clemons, 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 to practice dentistry will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo 2000, 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 2000.

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 was 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 015887, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 332, RSMo.

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 2000, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Trevor S. Clemons ("Licensee") is licensed by the Board as a dentist, License No. 015887. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. Licensee held registration number 3 ("BNDD Registration") from the Missouri Department of Health and Senior Services, Bureau of Narcotics and Dangerous Drugs to stock, prescribe and dispense controlled substances at 819 Walnut, Suite 101, Kansas City, Missouri ("the office"). Licensee's BNDD registration was current and active at all times relevant herein.

4. Licensee also holds licensure from the U.S. Drug Enforcement Agency ("DEA License") numbered BC5284803 to stock, prescribe and dispense controlled substances at the office. Licensee's DEA license was current and active at all times relevant herein.



5. At Dr. Clemons' office, on or about June 29, 2004, patient M.K. diverted 66 tablets of 0.25mg. of Triazolam from an open stock bottle containing approximately 500 tablets that Dr. Clemons left unsecured in M.K.'s examination room.

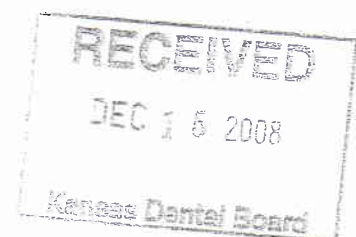
6. On June 29, 2004, upon completion of M.K.'s scheduled procedure, M.K. returned home. Dr. Clemons' assistant reported M.K.'s diversion to Dr. Clemons. Dr. Clemons called M.K. at home to inquire about the missing Triazolam tablets. M.K. admitted to stealing 16 tablets from the open stock bottle left in her examination room.

7. On June 29, 2004, M.K. returned 16 tablets of Triazolam to Dr. Clemons' office, at which time Dr. Clemons destroyed the contaminated medication by flushing the tablets down the toilet at the office. Dr. Clemons did not have another employee witness his destruction of the 16 tablets of Triazolam in violation of section 195.050.6, RSMo, and 19 CSR 30-1.078(4)(D).

8. Triazolam is a schedule IV controlled substance pursuant to § 195.017.8(2)(uu), RSMo.

9. On June 29, 2004, Dr. Clemons failed to provide effective controls and procedures to guard against theft and diversion of controlled substances in his office, in that he left an open stock bottle containing approximately 500 tablets of Triazolam unsecured and unmonitored in an examination room with patient M.K., in violation of 19 CSR 30-1.031 and the standards in 19 CSR 30-1.032 and 19 CSR 30-1.034.

10. Licensee dispensed controlled substances to patients at the office in plain white paper envelopes without a label showing the date, his name and address, the name of the patient, directions for use and the exact name and strength of the drug dispensed in violation of § 195.100.5, RSMo, and 19 CSR 30-1.066(1)(C).



11. Licensee's conduct as referenced herein constitutes misconduct in the performance of his functions and duties as a licensed dentist in violation of § 332.321.2(5).

12. Licensee's conduct in as referenced herein constitutes a violation of § 332.321.2(13), RSMo.

13. Licensee's conduct as referenced herein constitutes a violation of § 332.321.2(15), RSMo.

14. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(5), (13) 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:

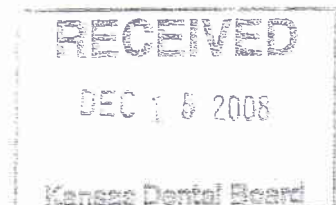
....

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

(13) Violation of any professional trust or confidence;

....

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government.



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 2000:

1. The terms of discipline shall include that Licensee's dental license numbered 015887 be placed on PROBATION for a period of 18 months ("disciplinary period"). During the disciplinary period, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of this Settlement Agreement. The terms of the probation shall be:

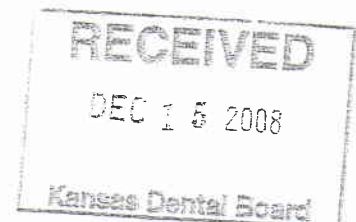
I. REQUIREMENTS REGARDING CONTINUING EDUCATION

Ethics Course

A. Licensee shall take the continuing education course in ethics sponsored by the University of Missouri-Kansas City or its equivalent. This continuing education shall be in addition to the continuing education required by law for licensure renewal by the Board. This course must be taken within the first twelve (12) months of Licensee's disciplinary period. Licensee shall provide the Board with proof of attendance from the sponsor of the program no later than thirty (30) days after attending the course. Failure to obtain the required additional continuing education hours and/or submit the required documentation to the Board will result in a violation of the terms of discipline.

Jurisprudence Exam

B. Licensee shall take and pass the Board's designated jurisprudence examination within six (6) months of the start of the disciplinary period. Licensee shall contact the Board office to request a current law packet and permission to sit for the jurisprudence examination no less than thirty (30) days prior to the date Licensee desires to take the examination. Licensee shall submit the required re-examination fee to the Board prior to taking the examination. Failure to take and pass the examination during the first six (6) months of the disciplinary period shall constitute a violation of this Agreement.



II. REQUIREMENTS REGARDING CONTROLLED SUBSTANCES

- A. During the disciplinary period, Licensee shall not purchase, stock, dispense, administer or otherwise possess and distribute controlled substances. Licensee shall cooperate fully and completely with the Board's designated representative in ensuring compliance with this provision.

III. GENERAL REQUIREMENTS

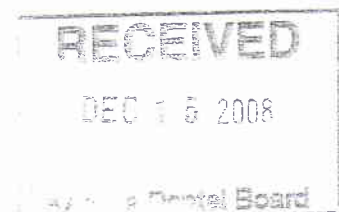
- A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.
- B. Licensee shall submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, stating truthfully whether he has complied with all the terms and conditions of this Settlement Agreement by no later than January 1 and July 1 during each year of the disciplinary period.
- C. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- D. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.
- E. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.
- F. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.9, RSMo.
- G. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.
- H. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, including revocation.



- I. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

IV. ADDITIONAL REQUIREMENTS

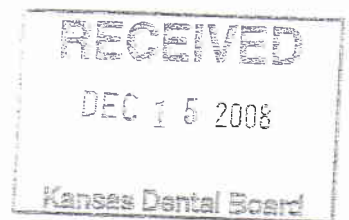
- A. Licensee shall not allow his license to lapse.
 - B. The terms of discipline apply even if Licensee places his license on inactive status.
 - C. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.
2. 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, 620, RSMo.
 3. Upon the expiration of said discipline, Licensee's license to practice dentistry in Missouri shall be fully restored if all other requirements of law have been satisfied; provided however, that in the event the Board determines that the Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline the Licensee.
 4. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.



5. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

6. 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.

7. 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.


8. Licensee understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen (15) days thereafter, submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit his request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P. O. Box 1557, Jefferson City, Missouri 65101.**

9. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the Board.

LICENSEE

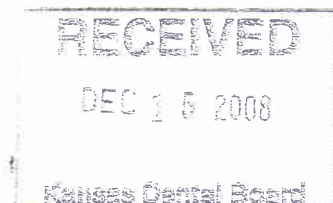

TREVOR S. CLEMMONS, D.D.S.

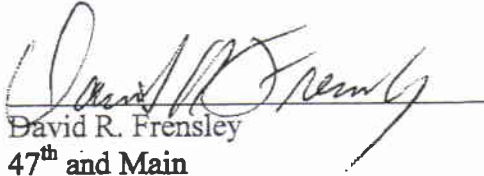
BOARD


BRIAN BARNETT
Executive Director
Missouri Dental Board

Date 9/7/08

Date 10/21/08





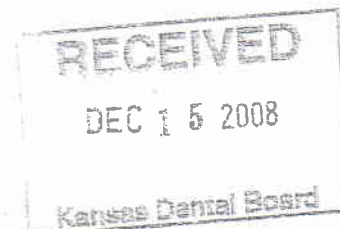
David R. Frensley
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Kansas City, MO 64112-1683

ATTORNEY FOR LICENSEE



LORETTA SCHOUTEN
Missouri Bar No. 52290
7970 S. Tomlin Hill Road
Columbia, MO 65201
Telephone: 573-875-7169
Fax: 573-875-5603
llschouten@yahoo.com

ATTORNEY FOR THE BOARD



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 4th day of August, 2009, addressed to:

Randall J Forbes, P.A.
FRIEDEN & FORBES
555 S. Kansas Ave, Suite 303
Topeka, KS 66603

David R. Frensley
47th and Main
Country Club Plaza, Ste 445
2 Cleaver II Blvd
Kansas City, MO 64112-1683

Trevor Clemons, DDS
10112 Mackey
Overland Park, KS 66211



Melissa Graham
Administrative Officer
KANSAS DENTAL BOARD