

## **SETTLEMENT AGREEMENT**

The parties to this agreement (“Agreement”) are the American Academy of Implant Dentistry, James Miller, DMD, Nathan Doyel, DMD, Stephen Prisby, in his official capacity as Executive Director of the Oregon Board of Dentistry, and each of the members of the Oregon Board of Dentistry in their official capacities, namely, Yadira Martinez, RDH, Alicia Riedman, RDH, Amy B. Fine, DMD, Gary Underhill, DMD, Reza J. Sharifi, DMD, Charles “Chip” Dunn, Jose Javier, DDS, Aarati Kalluri, DDS, Sheena Kansal, DDS, and Jennifer Brixey (collectively, the “Parties”).

### **RECITALS**

- A. On August 11, 2021, the American Academy of Implant Dentistry (“AAID”), James Miller, DMD, and Nathan Doyel, DMD (“Plaintiffs”) filed a lawsuit in the United States District Court for the District of Oregon, Case No. 3:21-cv-01182-SB (“Lawsuit”), asserting claims against Stephen Prisby, in his official capacity as Executive Director of the Oregon Board of Dentistry, and Yadira Martinez, RDH, Alicia Riedman, RDH, Amy B. Fine, DMD, Gary Underhill, DMD, Reza J. Sharifi, DMD, Charles “Chip” Dunn, Jose Javier, DDS, Aarati Kalluri, DDS, Sheena Kansal, DDS, and Jennifer Brixey, in their official capacities as members of the Oregon Board of Dentistry (“Defendants”).
- B. In the Lawsuit, Plaintiffs assert claims under 42 U.S.C. § 1983 alleging their rights under the First Amendment’s Freedom of Speech Clause, the Fourteenth Amendment’s Equal Protection Clause, and the Fourteenth Amendment’s Due Process Clause have been violated. Plaintiffs originally asserted a claim under the Oregon Constitution, but they voluntarily dismissed that claim in their Amended Complaint. Plaintiffs contend the dental specialty advertising statute, ORS 679.546, and the Board of Dentistry’s (“Board’s”) specialty advertising administrative rules are unconstitutional facially and as applied to them.
- C. The Parties now wish to resolve all claims asserted by Plaintiffs against Defendants in the Lawsuit.

## **TERMS OF AGREEMENT**

- A. The Plaintiffs will file a notice of dismissal of the Lawsuit within seven days of the date this Agreement is fully executed. The notice will state that the dismissal will be without an award of fees or costs to any Party.
- B. Defendants will not enforce OAR 818-015-0007(1), OAR 818-015-0007(3), or the specialty advertising restrictions in ORS 679.546 against Plaintiffs or members of AAID.
- C. Defendants will repeal OAR 818-015-0007(1) and (3).
- D. Defendants will recommend to the Governor including the repeal of the specialty advertising restrictions in ORS 679.546 in the Governor's 2023 legislative agenda, and, should the Governor agree, Defendants will support the repeal in the 2023 legislative session. Nothing in this Agreement purports to bind any future Governor of Oregon.


## **ENFORCEMENT AND MISCELLANEOUS PROVISIONS**

- A. Defendants do not admit liability on any claims.
- B. Should any member of the Oregon Board of Dentistry or its executive director change prior to the satisfaction of Terms of Agreement detailed herein, all future Board members and future executive directors shall be bound by the agreement not to enforce OAR 818-015-0007(1), OAR 818-015-0007(3), or the specialty advertising restrictions in ORS 679.546 against Plaintiffs or members of AAID.
- C. If any Party believes that another Party is not in compliance with the terms of this Agreement, the Party alleging noncompliance will provide notice as follows:    If to Defendants, then by U.S. mail to the Executive Director of the Oregon Board of Dentistry and to the Chair of the Oregon Board of Dentistry at 1500 SW 1st Avenue, Suite 770, Portland, OR 97201; and if to Plaintiffs, then by U.S. mail to Justin Withrow, Esq. and/or Colin Callahan, Esq., Flannery | Georgalis, 1375 E. 9<sup>th</sup> Street, 30<sup>th</sup> Floor, Cleveland, Ohio 44114.
- D. No sooner than seven calendar days after providing notice under paragraph B above, a party alleging noncompliance with the terms of this Agreement may seek enforcement in the Multnomah County Circuit Court. Should such legal action be deemed necessary, the Parties agree to jurisdiction and venue in the Multnomah County Circuit Court. Oregon law applies.

- E. This Agreement constitutes the entire agreement among the Parties relating to the Lawsuit and no other statement, promise, or agreement, written or oral, made by any Party or any agent of any Party that is not contained in this Agreement shall be enforceable.
- F. The persons executing this Agreement on behalf of the respective Parties warrant that they are duly authorized to accomplish the same and possess all requisite authority to bind the represented Parties to all the provisions of this Agreement.
- G. The Parties agree that they have jointly participated in the preparation of this Agreement and that, accordingly, any rule of interpretation construing terms and conditions against the party preparing this Agreement is inapplicable.
- H. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Agreement shall become effective on the date that the last counterpart is executed.

**BY OUR SIGNATURES BELOW, WE AGREE TO THE FOREGOING:**

**For American Academy of Implant Dentistry:**

  
By Carolina Hernandez, Executive Director  
American Academy of Implant Dentistry

Date: 6/7/2022

\_\_\_\_\_  
James Miller, DMD

Date: \_\_\_\_\_

\_\_\_\_\_  
Nathan Doyel, DMD

Date: \_\_\_\_\_

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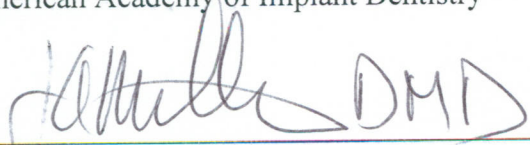
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By Carolina Hernandez, Executive Director  
American Academy of Implant Dentistry

  
\_\_\_\_\_  
James Miller, DMD

Date: \_\_\_\_\_

Date: 6/13/2022

\_\_\_\_\_  
Nathan Doyel, DMD

Date: \_\_\_\_\_

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By Carolina Hernandez, Executive Director  
American Academy of Implant Dentistry

Date: \_\_\_\_\_

\_\_\_\_\_  
James Miller, DMD

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Nathan Doyel, DMD

Date: June 4, 2022

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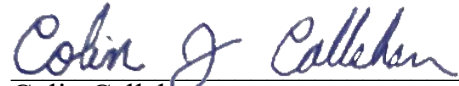
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**For Stephen Prisby, Yadira Martinez, RDH, Amy B. Fine, DMD, Gary Underhill, DMD, Reza Sharifi, DMD, Charles Dunn, Jose Javier, DDS, Aarati Kalluri, DDS, Sheena Kansal, DDS, and Jennifer Brixey:**

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By Stephen Prisby, Executive Director  
Oregon Board of Dentistry

Date: \_\_\_\_\_

**AS TO FORM:**



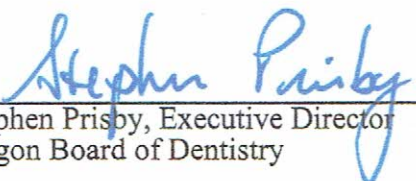
\_\_\_\_\_  
Colin Callahan  
Justin Withrow  
Flannery | Georgalis, LLC

Date: 06/13/2022

\_\_\_\_\_  
Christina Beatty-Walters  
Assistant Attorney General  
Oregon Department of Justice

Date: \_\_\_\_\_

For Stephen Prisby, Yadira Martinez, RDH, Amy B. Fine, DMD, Gary Underhill, DMD, Reza Sharifi, DMD, Charles Dunn, Jose Javier, DDS, Aarati Kalluri, DDS, Sheena Kansal, DDS, and Jennifer Brixey:

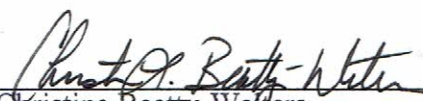
  
By Stephen Prisby, Executive Director  
Oregon Board of Dentistry

Date: 6/17/2022

AS TO FORM:

\_\_\_\_\_  
Colin Callahan  
Justin Withrow  
Flannery | Georgalis, LLC

Date: \_\_\_\_\_

  
Christina Beatty-Waters  
Assistant Attorney General  
Oregon Department of Justice

Date: 6/17/22