

**AGREEMENT CONTAINING CONSENT DECREE  
BY AND BETWEEN C. RYAN HAYGOOD, D.D.S.  
(LICENSE NO. 5334)  
AND THE LOUISIANA STATE BOARD OF DENTISTRY**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

**BEFORE THE UNDERSIGNED** Notary or Notaries Public in and for the parish or parishes set forth below, on the days or dates set forth below, came and appeared the LOUISIANA STATE BOARD OF DENTISTRY ("**Board**"), represented herein by RUSSELL MAYER, D.D.S., its President, and C. RYAN HAYGOOD, D.D.S. ("Dr. HAYGOOD"), who declared as follows:

**WHEREAS**, the Board commenced an investigation against Dr. HAYGOOD in 2006, pertaining to allegations set forth in a Complaint, later amended (as amended, the "**Complaint**"), against Dr. Haygood;

**WHEREAS**, the Complaint alleges various violations of the Louisiana Dental Practices Act ("**Act**"), and Dr. HAYGOOD denies the allegations; and

**WHEREAS**, the Board and Dr. Haygood desire to enter into this Agreement Containing Consent Decree ("**Agreement**") so as to resolve the matter without the necessity of any further Administrative Hearing;

**NOW, THEREFORE**, for good and valid cause and to resolve any and all disputes between the Board and Dr. HAYGOOD, the Board and Dr. HAYGOOD do agree as follows:

(1) *Waivers.* Dr. HAYGOOD waives:

(a) *Any further procedural steps required by the Louisiana Administrative Procedure Act, the Act and any other applicable laws;*

(b) *The requirement that the Board render a decision containing a statement of findings of fact and conclusions of law;*

(c) *All rights to seek judicial review or otherwise to challenge or contest the validity of the charges or allegations in the Complaint; and*

(2) *Other Claims and Defenses.* By entering into this Agreement, Dr. Haygood acknowledges engaging in prohibited payment of something of value in exchange for referral of patients and acknowledges substandard care of patients, but denies all other allegations of the Complaint and the Board does not acknowledge any deficiency or defect in its proceedings or other wrongdoing or wrongful behavior by the Board, any of its present or former members, employees, agents, attorneys, contractors, or witnesses respecting the Complaint (the “**Board Parties**”). The Board specifically denies the allegations made in that certain Civil Action No. 554, 003 (the “**Suit**”), First Judicial District Court, Caddo Parish, Louisiana, styled *Ryan Haygood, et al, v. Ross H. Dies, et al.*

(3) *Disciplinary Action.* Dr. HAYGOOD shall pay a fine of \$1,500.00 respecting the referral violation and \$15,000 respecting the substandard care count, which shall be paid on or before 60 days after the date this Agreement has been ratified by the Board (“**Payment Date**”) as authorized by Section 780 of the Act. If the fine is not paid by Dr. HAYGOOD by the Payment Date, then legal interest shall be charged and added thereto is calculated in Article 2924 (B) of the Louisiana Civil Code until the amount is paid in full. Further, failure to pay the fine within 180 days from the date this Agreement is signed by the President of the Board may, at the option of the Board, be deemed a violation of this Agreement by rendering the same knowledge or what. Payment is due and payable at the Board offices at 365 Canal Street, Suite 2680, New Orleans, LA 70111.

(4) *Nondisparagement.*

(a) As consideration for this Agreement, other than presenting evidence, claims, and testimony in the Suit, Dr. HAYGOOD shall not, directly or indirectly, himself or through others, publish or make any disparaging or critical remarks verbally or in writing about the Board or any of the Board Parties for any activities occurring prior to the date the President signs this Agreement on behalf of the Board. In addition, Dr. HAYGOOD agrees immediately and permanently to disable the website and blog [www.dentalboardcorruption.com](http://www.dentalboardcorruption.com), and to refrain from establishing any similar blog or website, Facebook or LinkedIn page or similar vehicle, or commenting on any page, blog or website of another person or entity in a manner that violates this Section 4. Dr. HAYGOOD further agrees that posting on social media sites such as, but not limited to, Facebook, Twitter, and LinkedIn are included within the definition of statements or disparaging or critical remarks within the intent and meaning of this Section (4)(a). Notwithstanding the above, this section shall not apply to any filings or communications made within the “**Suit**”, or any similar civil proceedings arising out of the facts at issue therein.

(b) *Remedies.* Dr. HAYGOOD acknowledges and agrees that any violation of Section 4 of this Agreement will result in irreparable injury, and that a remedy at law alone will be an inadequate remedy for the Board or any of the Board Parties, such that there can be no adequate remedy at law for any breach of Dr. HAYGOOD’s obligations under such section, and that any such breach may allow any affected Board Party to enforce the specific performance of this Section 4 through both temporary and permanent injunctive relief without the necessity of proving actual damages and without posting a bond, in addition to any right to damages and any and all other remedies available to any of the Board Parties, it being understood that injunctive

relief is in addition to, and not in lieu of, such other remedies. In addition, the parties acknowledge and agree that the amount of damages for a breach could not be determined, so that the parties agree to stipulated or liquidated damages in the amount of \$25,000, for violation of this Section.

(c) *Third Party Beneficiaries.* The Board and Dr. HAYGOOD acknowledge that the Board Parties, and each of them, are third party beneficiaries of this Section 4, and entitled to the enforcement thereof.

(d) *Attorneys Fees.* In the event of any litigation between Dr. HAYGOOD and the Board or any of the Board Parties with respect to the obligations of this Section 4, the prevailing party or parties in such litigation shall be entitled to recover their reasonable costs and attorneys fees in prosecuting or defending such action.

(5) *Final Decision.* Both parties agree that this Agreement shall be treated as a final and reportable decision and as otherwise provided in Section 780 of the Act.

(6) *Understanding of Terms.* Dr. HAYGOOD acknowledges that he has fully read this Agreement, that he has been represented by counsel of his choice during the negotiation and confection of this Agreement, and that he fully understands all of the terms, conditions, dispositions and/or sanctions included herein. Moreover, Dr. HAYGOOD does further acknowledge that he has entered into this Agreement based on his full understanding and acceptance of all terms and conditions hereof as his free act and deed. He further acknowledges that by entering into this Agreement, he does fully waive any rights he has or may have under the laws of the United States of America and /or the State of Louisiana regarding this matter including, but not limited to, his right to a formal administrative adjudication, the right to present witnesses on his behalf and the right to appeal any decision regarding this matter.

(7) *Execution.* Both parties stipulate that this Agreement shall be executed in duplicate originals before one or more Notaries Public and shall not become binding on the Board until and unless Dr. HAYGOOD has properly executed and returned the documents to the Board office, and said documents have been executed by the President of the Board, and the Board has approved or ratified this Agreement.

(8) *Ratification by Board.* This Agreement will be presented to the Board for ratification at its next regularly scheduled meeting. If the Board ratifies this Agreement, this Agreement and the action taken by the Board will be treated as a final resolution as required under Section 780 of the Act. If the BOARD does not ratify this Agreement, it will be considered null and void.

(9) *Severability*. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future state or federal laws or rules and regulations promulgated thereunder effective during the term hereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

THUS DONE AND PASSED AT Metairie, Jefferson Parish, Louisiana, on  
June 9, 2016, in duplicate originals.

WITNESSES:

WITNESSES:



C. Ryan Haygood, D.D.S.



NOTARY PUBLIC

William Priestley

Bar No. 35287

Commission to Life

Notary ID 1416216

THUS DONE AND PASSED AT \_\_\_\_\_, \_\_\_\_\_ Parish, Louisiana, on

\_\_\_\_\_, 2016, in duplicate originals.

WITNESSES:





LOUISIANA STATE BOARD OF

BY:

  
Russell Mayer, D.D.S.,  
President

\_\_\_\_\_  
NOTARY PUBLIC