

**BOARD OF CHIROPRACTIC EXAMINERS  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.</b>	)	
<b>BOARD OF CHIROPRACTIC EXAMINERS,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>Case No. 012-2008</b>
	)	
<b>Hai Tien, D.C.</b>	)	
	)	
<b>Respondent.</b>	)	

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**CONSENT AGREEMENT**

Comes now the Oklahoma Board of Chiropractic Examiners, Plaintiff herein, and Hai Tien, Respondent herein, and state as follows:

1. It is alleged in the Statement of Complaint in this matter that Respondent was practicing chiropractic in this state after his original license to practice chiropractic had been suspended. Specifically it is alleged:

Respondent was licensed to practice chiropractic in the State of Oklahoma prior to the year 2007. Thereafter, Respondents' chiropractic license lapsed on January 1, 2007, when Respondent filed his annual chiropractic renewal form as required by state law (59 O.S. section 161.11.A.3) but failed to submit proof of malpractice insurance along with that renewal form.

Sixty days later Respondents' license was suspended for the period of March 1, 2007, through May 9, 2007, due to Respondents failure to complete all license renewal requirements. On April 26, 2007, Respondent submitted proof of malpractice insurance and on May 10, 2007, Respondent was issued a license to practice chiropractic for the year 2007. During the period of March 1, 2007, through May 9, 2007, however Respondent continued to practice chiropractic in Oklahoma treating no less than twenty-seven patients even though his license was suspended.

2. Respondent denies that he had notice or knowledge that his license was suspended for the period of March 1, 2007, through May 9, 2007, and he makes no admission of liability or fault.

3. Said allegations set forth above, if proven, would constitute a violation of Title 59 O.S., Section 161.12.B.12, 161.12.B.13 and 161.14.A and the Oklahoma Board of Chiropractic Examiners Code of Ethics OAC 140:15-7-5 (5), and 140:15-7-5 (12).

4. Respondent recognizes and understands that he has the right to a formal, administrative hearing at which time he can present evidence and cross examine the Board's witnesses and Respondent hereby voluntarily waves his right to such formal hearing and his right to any rehearing or judicial review related to the allegations contained in this consent agreement.

5. Respondent understands that he has the right to consult with an attorney prior to entering into this consent agreement and Respondent has consulted with an attorney.

6. Respondent admits that the Oklahoma Board of Chiropractic Examiners has jurisdiction of the parties and subject matter in this action.

7. Respondent hereby enters into this agreement upon his own voluntary action and volition.

8. Respondent understands that the undersigned attorney for the Oklahoma Board of Chiropractic Examiners agrees to recommend this consent agreement to the full Board at its May 19, 2011, meeting. Respondent also understands that the undersigned attorney does not possess the authority to bind the Board or to promise that the Board will accept the consent agreement

9. This consent agreement is subject to the Oklahoma Board of Chiropractic Examiners approval and will be effective only when the Board accepts it. Should the Board, in its discretion, not approve the consent agreement, the consent agreement is withdrawn and shall be of no

evidentiary value, nor shall it be relied upon or introduced into any disciplinary action by any party hereto.

10. Respondent agrees that should the Board reject the consent agreement and this case proceeds to hearing, Respondent shall assert no claim of bias, conflict or disqualification on the part of the Board and/or its members or that the Board was prejudiced by review and discussion of this document or any records relating thereto.

11. In the event the Board does not accept the consent agreement, a formal hearing will be heard on the allegations at the May 19, 2011, meeting.

12. If the consent agreement is accepted by the Board, Respondent will abide by its terms effective upon the date of Board acceptance and subject to paragraph 13 below.

13. Therefore, in settlement of these allegations, Respondent hereby agrees and consents to pay an administrative fine of Fifteen Thousand Dollars (\$15,000). This settlement is final and the Board will not bring or recommend any further action against Respondent regarding any allegations referenced in this document. Respondent is to pay a monthly payment of \$2500.00 due on the 19th day of each month beginning June 19, 2011, and ending November 19, 2011. Such payment is to be made by certified check payable to the "Oklahoma Board of Chiropractic Examiners" and is to be received in the Board office by the 19th day of each of the six months.

In the event the Board does not receive a payment due and owing, the fine shall become immediately due and payable in full upon written notice by the Board to Respondent stating that payment has not been received. Nothing in this consent agreement shall be deemed to prohibit Respondent from paying the total amount due before November 19, 2011.

Dated and entered this \_\_\_\_\_ day of May, 2011.

By: \_\_\_\_\_

Dr. Ronald Tripp, D.C.

President, Oklahoma Board of Chiropractic Examiners.

By: P. Kay Floyd  
P. Kay Floyd, Attorney for the Board

By: Hai Tien  
Hai Tien, D.C., Respondent

By: Mark Wilson  
Mark Wilson, Attorney for the Respondent