

**BEFORE THE
DENTAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the First Amended Accusation
Against:

RICHARD THOMAS HANSEN, JR.,

Dental License Number 26070

Respondent.

Case No. DBC 2012-31

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Dental Board of California, Department of Consumer Affairs, as its Decision in the above-entitled matter.

This Decision shall become effective on February 6, 2015.

IT IS SO ORDERED January 7, 2015.



Fran N. Burton, MSW
Board President
Dental Board of California
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 JAMES M. LEDAKIS
Supervising Deputy Attorney General
3 RON ESPINOZA
Deputy Attorney General
4 State Bar No. 176908
110 West "A" Street, Suite 1100
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2100
7 Facsimile: (619) 645-2061
E-mail: ron.espinoza@doj.ca.gov
8 *Attorneys for Complainant*

9 **BEFORE THE**
DENTAL BOARD OF CALIFORNIA
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the First Amended Accusation
Against:

13 RICHARD THOMAS HANSEN, JR.
14 1031 Rosecrans Avenue, Suite 104
Fullerton, CA 92633

15 Dental License No. 26070

16 and

17 ANDY SANG YOON
18 2271 W. Malvern Avenue, #370
Fullerton, CA 92833

19 Dental License No. 42717

20 Respondents.
21

Case No. DBC 2012-47

OAH No. 2013100976

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER AS TO
RICHARD THOMAS HANSEN, JR.**

22
23 In the interest of a prompt and speedy settlement of this matter, consistent with the public
24 interest and the responsibility of the Dental Board of California of the Department of Consumer
25 Affairs, the parties hereby agree to the following Stipulated Settlement and Disciplinary Order
26 which will be submitted to the Board for approval and adoption as the final disposition of the
27 First Amended Accusation as to Respondent Richard Thomas Hansen, Jr., only.

28 ///

1 PARTIES

2 1. Karen M. Fischer ("Complainant") is the Executive Officer of the Dental Board of
3 California. She brought this action solely in her official capacity and is represented in this matter
4 by Kamala D. Harris, Attorney General of the State of California, by Ron Espinoza, Deputy
5 Attorney General.

6 2. Richard Thomas Hansen, Jr. ("Respondent") is representing himself in this
7 proceeding and has chosen not to exercise his right to be represented by counsel.

8 3. On or about October 5, 1976, the Dental Board of California issued Dental License
9 Number 26070 to Respondent Richard Thomas Hansen, Jr. The Dental License was in full force
10 and effect at all times relevant to the charges brought in First Amended Accusation No. DBC
11 2012-47, and will expire on January 31, 2015, unless renewed.

12 JURISDICTION

13 4. First Amended Accusation No. DBC 2012-47 was filed before the Dental Board of
14 California ("Board"), Department of Consumer Affairs, and is currently pending against
15 Respondent. The initial Accusation and all other statutorily required documents were properly
16 served on Respondent on December 4, 2012. Respondent timely filed his Notice of Defense
17 contesting the Accusation. The First Amended Accusation and all other statutorily required
18 documents were properly served on Respondent on April 17, 2014.

19 5. A copy of First Amended Accusation No. DBC 2012-47 is attached as Exhibit A and
20 incorporated herein by reference.

21 ADVISEMENT AND WAIVERS

22 6. Respondent has carefully read, and understands the charges and allegations in First
23 Amended Accusation No. DBC 2012-47. Respondent has also carefully read, and understands
24 the effects of this Stipulated Settlement and Disciplinary Order.

25 7. Respondent is fully aware of his legal rights in this matter, including the right to a
26 hearing on the charges and allegations in the in First Amended Accusation; the right to be
27 represented by counsel at his own expense; the right to confront and cross-examine the witnesses
28 against him; the right to present evidence and to testify on his own behalf; the right to the

1 issuance of subpoenas to compel the attendance of witnesses and the production of documents;
2 the right to reconsideration and court review of an adverse decision; and all other rights accorded
3 by the California Administrative Procedure Act and other applicable laws.

4 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
5 every right set forth above.

6 CULPABILITY

7 9. Respondent admits the truth of each and every charge and allegation in the 15th Cause
8 for Discipline in First Amended Accusation No. DBC 2012-47.

9 10. For the remainder of the charges and allegations in First Amended Accusation No.
10 DBC 2012-47, Respondent understands and agrees that those charges and allegations, if proven at
11 a hearing, constitute cause for imposing discipline upon his Dental License.

12 11. For the purpose of resolving the First Amended Accusation without the expense and
13 uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could
14 establish a factual basis for the charges and allegations pertaining to the 1st through 14th Causes
15 for Discipline in the First Amended Accusation, and that Respondent hereby gives up his right to
16 contest those charges.

17 12. Respondent agrees that his Dental License is subject to discipline and he agrees to be
18 bound by the Board's probationary terms as set forth in the Disciplinary Order below.

19 RESERVATION

20 13. The admissions made by Respondent herein are only for the purposes of this
21 proceeding, or any other proceedings in which the Dental Board of California or other
22 professional licensing agency is involved, and shall not be admissible in any other criminal or
23 civil proceeding.

24 CONTINGENCY

25 14. This stipulation shall be subject to approval by the Dental Board of California.
26 Respondent understands and agrees that counsel for Complainant and the staff of the Dental
27 Board of California may communicate directly with the Board regarding this stipulation and
28 settlement, without notice to or participation by Respondent. By signing the stipulation,

Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

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

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

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Dental License No. 26070 issued to Respondent Richard Thomas Hansen, Jr., is revoked. However, the revocation is stayed and Respondent is placed on probation for three (3) years on the following terms and conditions.

1. OBEY ALL LAWS - Respondent shall obey all federal, state and local laws and all rules and regulations governing the practice of dentistry in California, and remain in full compliance with any court ordered criminal probation, payments and other requirements. A full and detailed account of all misdemeanor and felony arrests and convictions shall be reported by Respondent to the Board in writing within seven (7) days of occurrence. To permit monitoring of compliance with this condition, Respondent shall submit a completed California Department of

1 Justice state and federal Livescan fingerprint form, unless previously submitted as part of the
2 licensure application process. Fingerprints shall be submitted within 15 calendar days of the
3 effective date of the Decision and Order.

4 2. QUARTERLY REPORTS - Respondent shall submit quarterly reports signed under
5 penalty of perjury stating whether there has been compliance with all the conditions of probation.
6 Respondent shall submit a quarterly report no later than seven (7) calendar days from the
7 beginning of the assigned quarter.

8 3. COMPLY WITH THE BOARD'S PROBATION PROGRAM - Respondent shall
9 fully comply with the conditions of probation established by the Board and all requirements
10 necessary to implement the conditions of probation. Respondent shall cooperate with the Board
11 in its monitoring and investigation of the Respondent's compliance with the conditions of
12 probation. Respondent shall respond to all requests and inquiries from the Board within the time
13 period specified by the Board. Upon successful compliance with the conditions of probation, and
14 completion of the probation term, Respondent's license shall be fully restored.

15 4. ADDRESS CHANGE, NAME CHANGE, LICENSE STATUS - Respondent shall
16 inform the Board in writing within 15 calendar days of any change in his or her address of record,
17 physical employment address, physical residence address, and any legal name change.
18 Respondent shall maintain an active, current license with the Board, including while suspended
19 from practice of dentistry unless otherwise specified by the disciplinary orders. Any
20 misrepresentation by Respondent of his or her restricted license status to the public shall be a
21 violation of the probation conditions.

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

24 6. STATUS OF RESIDENCY, PRACTICE, OR LICENSURE OUTSIDE OF STATE -
25 In the event Respondent should leave California to reside or practice outside the state,
26 Respondent must provide written notification to the Board of the dates of departure and
27 anticipated return to the state. Respondent's probation is tolled, if and when he or she ceases
28 practicing in California. Period of practice outside of California will not apply to the reduction of

1 the probationary period. Respondent shall provide a list of all states, United States territories, and
2 elsewhere in the world where he or she has ever been licensed as a dentist or dental auxiliary or
3 held any health-care related professional license or certificate. Respondent shall further provide
4 information regarding the status of each license and certificate and any changes in the license or
5 certificate status during the term of probation. Respondent shall inform the Board if he or she
6 applies for or obtains a dental or dental auxiliary license or certificate outside of California during
7 the term of probation. For purposes of this condition, non-practice due to Board ordered
8 suspension or in compliance with any other condition of probation, shall not be considered a
9 period of non-practice.

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

16 8. COST RECOVERY – Respondent is hereby ordered to reimburse the Board the
17 amount of \$12,471.5 within ninety (90) calendar days from the effective date of this decision for
18 its investigative and prosecution costs. Alternatively, Respondent may make contiguous monthly
19 payments to the Board as follows: a minimum of \$519.65 per month, due by the 5th of each
20 month, starting the month of the effective date of this decision, until the \$12,471.5 is paid in full.
21 Failure to reimburse the Board's cost of its investigation and prosecution shall constitute a
22 violation of the probationary order. However, full payment of any and all costs required by this
23 condition must be received by the Board no later than one (1) year prior to the scheduled
24 termination of probation. Periods of non-practice by Respondent shall not relieve Respondent of
25 his or her obligation to reimburse the Board for its costs.

26 9. PROBATION MONITORING COSTS - All costs incurred for probation monitoring
27 during the entire probation shall be paid by the Respondent. The monthly cost may be adjusted as
28 expenses are reduced or increased. Respondent's failure to comply with all terms and conditions

1 may also cause this amount to be increased. All payments for costs are to be sent directly to the
2 Board and must be received by the dates specified. If Respondent is unable to submit costs for
3 any month, he or she shall be required, instead to submit an explanation of why he or she is
4 unable to submit the costs, and the dates he or she will be able to submit the costs including
5 payment amounts. Supporting documentation and evidence of why the Respondent is unable to
6 make such payments must accompany this submission. In addition to any other disciplinary
7 action taken by the Board, the probationary period will be extended.

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

20 11. FUNCTION AS A LICENSEE – Respondent, during the period of probation, shall
21 engage in the practice of dentistry in California for a minimum of sixteen (16) hours per week or
22 sixty-four (64) hours per calendar month. For the purpose of compliance with this section,
23 “engaged in the practice of dentistry” may include, when approved by the Board, volunteer work
24 in dentistry, or work in any non-direct patient position that requires licensure.

25 In the event Respondent should leave California to practice outside the state, Respondent
26 must provide written notification to the Board of the dates of departure and anticipated return to
27 the state. Respondent's probation is tolled, if and when he or she ceases practicing in California.
28 Periods of practice outside of California will not apply to the reduction of the probationary

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

16 12. CONTINUANCE OF PROBATIONARY TERM/COMPLETION OF PROBATION-

17 If Respondent violates the terms of this probation in any respect, the Board, after giving
18 Respondent notice and the opportunity to be heard, may set aside the stay order and impose the
19 revocation of the Respondent's license. If, during the period of probation, an accusation and/or a
20 petition to revoke probation or both has been filed against Respondent's license or the Attorney
21 General's Office has been requested to prepare an accusation and/or a petition to revoke probation
22 or both against Respondent's license, the probationary period shall automatically be extended and
23 shall not expire until the accusation and/or the petition to revoke probation has been acted upon
24 by the Board. Upon successful completion of probation, Respondent's license will be fully
25 restored.

26 13. SALE OR CLOSURE OF AN OFFICE AND/OR PRACTICE - If Respondent sells
27 or closes his or her office after the imposition of administrative discipline, Respondent shall
28 ensure the continuity of patient care and the transfer of patient records. Respondent shall also

1 ensure that patients are refunded money for dental work not completed, and shall not misrepresent
2 to anyone the reason for the sale or closure of the office and/or practice. The provisions of this
3 condition in no way authorize the practice of dentistry by the Respondent during any period of
4 license suspension.

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

10 15. RESTRICTED PRACTICE - Respondent, during the period of probation, shall not be
11 employed by, make any agreement, or contract with the Comprehensive Health Association
12 (CHA) or any other entity or person not licensed or exempt from licensure under the Dental
13 Practice Act (Business and Professions Code section 1600, et seq.), to provide dental services in
14 California to consumers.

15 16. COMMUNITY SERVICE - Within 60 days of the effective date of this decision,
16 Respondent shall submit to the Board, for its prior approval, a community service program in
17 which Respondent shall provide volunteer services on a regular basis to a non-profit community
18 or charitable facility or agency for at least 40 hours per year, for each year of his probation. Such
19 community service may be dental related. Community service required by this condition shall be
20 performed in the State of California. Community service performed prior to the effective date of
21 the Decision shall not be accepted in fulfillment of this condition.

22 Prior to engaging in any community service, Respondent shall provide a true copy of the
23 Decision to the chief of staff, director, office manager, program manager, officer, or the chief
24 executive officer at every community or non-profit organization where Respondent provides
25 community service and shall submit proof of compliance to the Board or its designee within 15
26 calendar days. This condition shall also comply to any change(s) in community service. All
27 community services must be completed no later than one hundred and twenty (120) calendar days
28 prior to the scheduled termination of probation.

1 ACCEPTANCE

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

6
7 DATED: 9-12-2014

Richard Thomas Hansen, Jr.
8 RICHARD THOMAS HANSEN, JR.
9 Respondent

10 ENDORSEMENT

11 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
12 submitted for consideration by the Dental Board of California.

13 Dated: 9-12-14

14 Respectfully submitted,

15 KAMALA D. HARRIS
16 Attorney General of California
17 JAMES M. LEDAKIS
18 Supervising Deputy Attorney General

Ron Espinoza

19 RON ESPINOZA
20 Deputy Attorney General
21 Attorneys for Complainant

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23 Stipulated Settlement Disciplinary Order (Hansen).doc
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