

SETTLEMENT AGREEMENT

This settlement of a civil action, is executed this 28th day of December, 2007, by and between the Plaintiff(s), hereinafter identified, in a certain civil claim which has not been filed as of this date but which arises out of an incident(s) which occurred in Jefferson County, Kentucky.

WHEREAS Plaintiff(s) **KY BD. OF CHIROPRACTIC EXAMINERS** holds claim or may hold claims against

Defendant(s) **THOMAS W. RALEY** which arose out of an incident(s) occurring in Kentucky, on or about the 15th day of October, 2004 and described as follows:

NOW THEREFORE the parties hereto acknowledge that they have entered into an agreement settling all issues between the parties hereto arising out of said civil claim.

The Plaintiff does hereby agree to release, cancel, forgive and forever discharge the Defendant(s) **THOMAS W. RALEY**, and his heirs and assigns from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the incident described in the pleadings of the above mentioned civil action, does specifically agree to waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

The Defendant(s) hereby release, cancel, forgive and forever discharge the Plaintiff, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the incident described above does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

In addition, to said mutual release of all claims, the Defendant(s) agree to pay to the Plaintiff, the sum of \$2000.00. Said sum shall be paid within 30 days of the date of this settlement agreement.

Additional settlement terms:

- 1.) The Defendant, Thomas Raley, D.C., shall have a woman assistant present in the examination room during all examinations of women and minor patients.
- 2.) The Defendant shall complete with a passing score the NBCE Ethics and Boundaries examination and the NBCE Special Purposes Examination for Chiropractic (SPEC) before the end of his twelve (12) month probation period. Evidence of passing scores must be received by the Board office from the NBCE before the end of the probation period, December 28, 2008.
- 3.) If the Defendant does not pass both examinations during the twelve month probation period, he agrees to serve a 20 consecutive calendar day suspension, during which time he cannot enter his practice, but may hire another Kentucky licensed chiropractor to care for his patients. Once the suspension is served, the Defendant will have an additional six (6) month probation period during which he shall be mentored by a Board-approved KY licensed chiropractor, at the Defendant's expense, and retake the exams until a passing score is achieved.
- 4.) The Defendant shall complete, within one year of the date of this settlement, at least a six (6) hour course on record keeping in addition to his required twelve (12) hours for license renewal.
- 5.) The Defendant shall have an inspection and review of his radiographs and procedures for exposure and development performed with the report to be mailed to the Board office. If the Defendant's radiology quality does not pass inspection, he agrees to complete the State of Kentucky Department of Radiology home study course to obtain a limited radiology certificate to ensure adequate knowledge of the topic.
- 6.) The Defendant, Thomas Raley, D.C., admits that he allowed himself to be in a compromised position by failing to have a female assistant present during an examination which was not usual and customary.

Each party hereto shall be responsible for their own attorney fees and court costs, if any.

In the event there is a subrogation claim by any third party arising out of the aforementioned civil claim or for any services or treatment incurred by Plaintiff, the Plaintiff shall hold the Defendant(s) harmless from the entirety of said claim.

It is mutually agreed by all parties hereto, this settlement agreement shall be confidential, and shall not be disclosed to any parties other than the parties hereto and their officers and authorized agents. Said officers and agents shall be bound by this obligation of confidentiality. The terms of any settlement shall not be made a part of the court record, and shall not be disclosed to any court personnel, unless ordered by the court, and in any action to enforce the terms of this settlement agreement.

The provisions of this Agreement must be read as a whole and are not severable and/or separately enforceable by either party hereto.

IN WITNESS WHEREOF, the undersigned have executed this Release in duplicate originals as of the date first set forth above.

Part Authorized to make this Settlement in behalf of the Plaintiff:
Diane Schuler Fleming

Signature Date: Dec. 28, 2007

Party Authorized to make this settlement in behalf of the Defendant(s):
Thomas Raley, D.C.

Signature Date: Dec. 28, 2007

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS
ADMINISTRATIVE ACTION No. 05-KBCE-0503**

KENTUCKY BOARD OF CHIROPRACTIC
EXAMINERS

COMPLAINANT

V.

FINAL ORDER

THOMAS WILLIAM RALEY, D.C.
Chiropractic License No. 4069

RESPONDENT

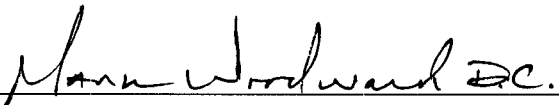
This matter having come before the Kentucky Board of Chiropractic Examiners (hereinafter referred to as "the Board") on January 24, 2008, and the Board having considered the record along with the Settlement Agreement, and pursuant to KRS Chapters 13B and 312, hereby ORDERS as follows:

The Settlement Agreement executed December 28, 2007 is hereby **ADOPTED**, and the original document is incorporated by reference.

NOTICE OF APPEAL RIGHTS

Pursuant to KRS 13B.140(1), 23A.010(4), and 312.160(1), the Respondent may appeal this Final Order by filing an original action in Franklin Circuit Court within thirty (30) days of the date of the mailing of this Final Order.

So **ORDERED** this 24th day of January 2008.



MARK WOODWARD, Chair
Kentucky Board of Chiropractic Examiners

CERTIFICATE OF SERVICE

I hereby certify that the original of the Final Order was accepted by Karalee Oldenkamp, D.C., Executive Director, for filing in the administrative record, and that a copy of the document herein was served as indicated below, this 25th day of January, 2008 to the following:


Via mail, first class, postage pre-paid:

Hon. Charles M. Friedman
1700 Kentucky Home Life Bldg.
239 S. Fifth Street
Louisville KY 40202
Counsel for the Respondent

Hon. Thomas Hellmann
Hearing Officer
Office of the Attorney General
Division of Administrative Hearings
1024 Capital Center Drive, Ste. 200
Frankfort KY 40601

And hand-delivered to:

Hon. Diane Schuler Fleming
Assistant Attorney General
Office of the Attorney General
700 Capitol Ave., Ste. 118
Frankfort KY 40601
Counsel for the Board


Karalee Oldenkamp, D.C.
Executive Director

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS
ADMINISTRATIVE ACTION NO. 05-KBCE-0503

KENTUCKY BOARD OF CHIROPRACTIC
EXAMINERS

COMPLAINANT

V.

THOMAS WILLIAM RALEY, D.C.
Chiropractic License No. 4069

RESPONDENT

AGREED ADDENDUM TO SETTLEMENT AGREEMENT OF
DECEMBER 28, 2007

1. On December 28, 2007, Thomas William Raley, D.C. ("Dr. Raley") entered into a Settlement Agreement to resolve the above styled action.
2. On January 24, 2008, the Kentucky Board of Chiropractic Examiners (the "Board") adopted the Settlement Agreement and incorporated it by reference into a Final Order.
3. On March 23, 2010, W. Gregory King, Counsel for Dr. Raley, wrote the Board's Counsel, Assistant Attorney General Michael West, requesting that the Board reconsider and clarify certain language contained in the December 28, 2007 Settlement Agreement.
4. On May 21, 2010, the Board considered Mr. King's request at its monthly meeting.
5. On May 28, 2010, Mr. West wrote Mr. King proposing language to modify Section 1 of the Settlement Agreement.

6. Section 1 of the Settlement Agreement is now therefore amended pursuant to this Addendum as follows:

1.) The Respondent, Thomas William Raley, D.C., pursuant to Section 2 of the Settlement Agreement executed by the parties on December 28, 2007, is required to have a woman assistant present in the examination room during all examinations of women and minor patients. This term is effective during the Respondent's probationary period only.

7. Pursuant to the Settlement Agreement, Dr. Raley's probationary period expired on December 28, 2008. Therefore, Dr. Raley is no longer required to have a woman assistant present in the examination room during examinations of women and minor patients.

8. In light of the probationary period having expired, and because Section 1 no longer applies to Dr. Raley pursuant to this Addendum, it is agreed by the signatories to this Addendum that Dr. Raley has met all requirements of the December 28, 2007 Settlement Agreement, and his license to practice chiropractic services is not restricted in any manner whatsoever.

9. Dr. Raley acknowledges that the Board was required to report this matter to the Healthcare Integrity and Protection Data Bank pursuant to Ky. Rev. Stat. § 312.160(2). Dr. Raley acknowledges that the Board properly reported this disciplinary matter upon issuance of the original Final Order dated January 24, 2008.

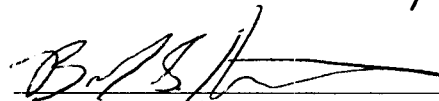
SEEN AND AGREED TO BY:

Dated this 28th day of July, 2010



Michael West
Assistant Attorney General
P.O. Box 183
Glasgow, Kentucky 42142-0183
Tel.: (270) 651-2522
Fax: (270) 651-8784
Michael.West@ag.ky.gov
*Board Counsel, Kentucky Board of
Chiropractic Examiners*

Dated this 6 day of July, 2010



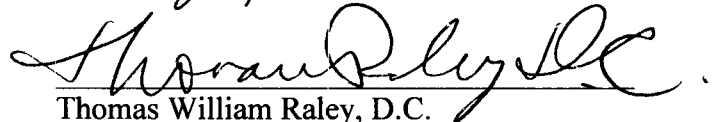
W. Gregory King
Brad S. Keeton
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2000 PNC Plaza
500 West Jefferson Street
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Fax: (502) 333-6099
greg.king@skofirm.com
Counsel for Respondent

Dated this 22 day of July, 2010



Mark Woodward, D.C.
Chairman
Kentucky Board of Chiropractic Examiners
P.O. Box 183
Glasgow, Kentucky 42142-0183
Tel.: (270) 651-2522
Fax: (270) 651-8784
kychiro@glasgow-ky.com
Complainant

Dated this July day of 8, 2010



Thomas William Raley, D.C.
Raley Chiropractic
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Louisville, Kentucky 40217
Respondent

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