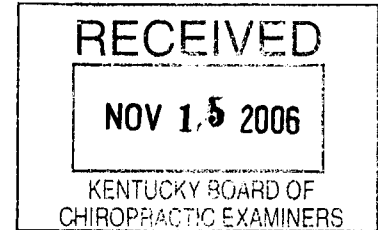


COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS

**IN RE: CHIROPRACTIC LICENSE # 4642 HELD BY
ERIC C. HELLMANN, D.C.**

ERIC C. HELLMAN, D.C.
9130 Taylorsville Road
Louisville KY 40299



AGREED ORDER

Parties

WHEREAS, the parties to the Agreed Order herein are the Kentucky Board of Chiropractic Examiners, hereinafter referred to as the "Board," and Eric C. Hellmann, D.C., hereinafter referred to as the "Respondent."

Jurisdiction

WHEREAS, the Board has jurisdiction over this matter pursuant to KRS Chapter 312 and the related administrative regulations.

History

WHEREAS, the Respondent advertised a free or discounted service in an advertisement for the "J-Town Grand Opening" in Louisville, in violation of KRS 312.150(2)(f), without including adequate notice of the seventy-two (72) hour right of rescission required by KRS 312.019(9)(g) and 201 KAR 21:080, Section 2(1); and

WHEREAS, the Respondent failed to send a copy of the written advertisement to the Board simultaneous to publication of the advertisements as required by 201 KAR 21:065, Section 3; and

WHEREAS, the advertisement stated that the Respondent is "specializing

in corrective chiropractic, pediatric care, chiropractic rehab, hormonal testing and counseling, sports injuries and core body strengthening,” and “performs advanced spinal correction”; and

WHEREAS, an advertisement appeared in the Transwestern Publishing 2005 telephone directory which indicated that Dr. Hellmann could treat crone’s disease, irritable bowel, allergies, ADHD, heart disease, cancer, acid reflux, asthma, and ear infections, and invited the public to call for more information about their “healing ministry.” Said actions appear to be a violation of KRS 312.012(1) which prohibits doctors of chiropractic from advertising in a manner which is false, deceptive or misleading; and

WHEREAS, while Dr. Hellmann denies any intentional violation of any statute or administrative regulation, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing.

Terms of Agreement

THEREFORE, it is hereby agreed between the undersigned parties that this matter shall be settled and resolved upon the following terms:

1) The Respondent shall carefully review the Agreed Order herein and enters into this Agreed Order knowingly, willingly and voluntarily and after having reviewed the due process rights afforded to him under KRS Chapter 312 and the accompanying regulations;

2) The Respondent, Eric C. Hellmann, D.C., accepts the reprimand of the Board for the above-stated violations. The Respondent agrees he will act more diligently in the future to insure that all advertising issued by him, or on his behalf, complies with KRS Chapter 312 and the accompanying administrative

regulations;

3) The Respondent shall notify all consumers known to him who responded to the advertisement and advise those consumers of the complete notice of right of rescission, as required by 201 KAR 21:080, Section 1(3). A copy of the notification to all consumers who responded to the advertisement shall be mailed to the board *on or before November 17, 2006*;

4) The Respondent, Eric C. Hellmann, D.C., shall post a notice in a conspicuous place in his chiropractic office notifying all patients that the ad promoting the Grand Opening of the J-Town office contained an error regarding the promise of free or discounted services, which is in violation of KRS 312.150(2)(f). Said notice shall remain posted until *August 24, 2007*. A copy of said notice shall accompany this signed Agreed Order when returned to the offices of the Board;

5) The Respondent, Eric C. Hellmann, D.C., shall pay a fine to the board, relative to this violation, in the amount of one hundred dollars (\$100.00) by certified check or money order. Said fine shall be made payable to the "Kentucky Board of Chiropractic Examiners."

6) The Respondent, Eric C. Hellmann, D.C., shall post a notice in a conspicuous place in his chiropractic office notifying all patients that the ad in the 2005 Transwestern Publishing telephone directory contained an error and that he does not treat cancer, heart disease, etc. Said notice shall contain information that in accordance with the Kentucky Revised Statutes, "chiropractor" means one qualified by experience and training and licensed by the board to diagnose his patients and to treat those of his patients diagnosed as

having diseases or disorders relating to subluxations of the articulations of the human spine and its adjacent tissues by indicated adjustment or manipulation of those subluxations and by applying methods of treatment designed to augment those adjustments or manipulation. Said notice shall remain posted until *August 24, 2007*. A copy of said notice shall accompany this signed Agreed Order when returned to the offices of the Board;

7) The Respondent, Eric C. Hellmann, D.C., shall pay a fine to the board, relative to this violation, in the amount of five hundred dollars (\$500.00) by certified check or money order. Said fine shall be made payable to the "Kentucky Board of Chiropractic Examiners."

8) The original, executed Agreed Order and fine must be received in the office of the board, *postmarked no later than November 17, 2006*;

9) The board shall make no referral of this matter for any criminal proceeding;

10) The Respondent acknowledges that he is ineligible for participation in any chiropractic preceptorship program for five (5) years pursuant to 201 KAR 21:085, Section 2(7); and

11) The Respondent, Eric C. Hellmann, D.C., agrees that his failure to comply with any of the terms and conditions of this Agreed Order may result in the board setting the matter for an administrative hearing in accord with KRS Chapter 13B.

Voluntary Waiver of Rights

The Respondent, Eric C. Hellmann, D.C., has had the opportunity at all times to seek advice from competent counsel of choice. No coercion has been

exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreed Order.

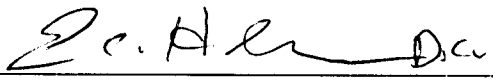
Publication of Settlement Agreement

The Respondent acknowledges that, once adopted by the Board, this Agreed Order may be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act, and may be reportable under federal law.


Complete Agreement

This Settlement Agreement consists of six (6) pages and embodies the entire agreement between the Kentucky Board of Chiropractic Examiners and Eric C. Hellmann, D.C. It may not be altered, amended or modified without the express written consent of both parties.

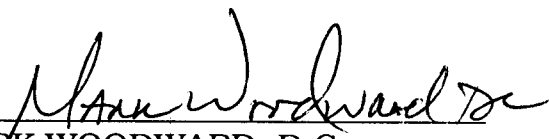
Have Seen, Understood and Approved:


ERIC C. HELLMANN, D.C.
License No. 4642
Respondent

11/8/06
Date


HON. STEVEN G. KINKEL
Counsel for Respondent

11/8/06
Date


MARK WOODWARD, D.C.
President
Kentucky Board of Chiropractic
Examiners

11/16/06
Date

Certificate of Service

I hereby certify that a true and correct copy of the foregoing **Agreed Order** was mailed via U.S. mail, postage pre-paid to the following this 27th day of November, 2006:

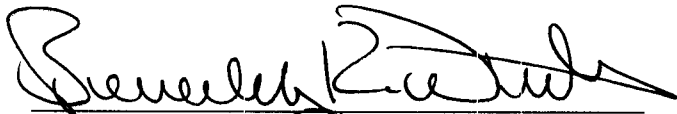
ERIC C. HELLMANN, D.C.
9130 Taylorsville Road
Louisville KY 40299
Respondent

HON. DIANE SCHULER FLEMING
Office of the Attorney General
700 Capitol Ave., Ste. 118
Frankfort KY 40601
Board Counsel

And a courtesy copy to:

HON. STEVEN G. KINKEL
Lynn, Fulkerson, Nichols & Kinkel
267 W. Short Street
Lexington KY 40507
Counsel for the Respondent

And the original shall be maintained by the Board



Beverley K. White
Board Administrator
Kentucky Board of Chiropractic Examiners