

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF CHIROPRACTIC EXAMINERS**

**IN RE: CHIROPRACTIC LICENSE # 4999
HELD BY Larry Anthony Sears, D.C.
Administrative Case #13-009**

Larry Anthony Sears, D.C.
9003 Willow Springs
Louisville, KY 40242

*Pd. # 500 - CH# 2502
5-8-15
Pd. # 500 - CH# 1594-6-29-15
Pd. # 500 - CH# 5359 6-29-15*

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 Larry Anthony Sears 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 Board alleges that Respondent advertised a free or discounted service in an advertisement in the March 4, 2013 issue of the *The Courier-Journal*, without including adequate notice of the seventy-two (72) hour right of rescission required by KRS 312.019(9)(g) and 201 KAR 21:065, Section 3(1); and

WHEREAS, the Respondent had previously entered into an Agreed Order in March 2012, for the same violations; and

WHEREAS, the Board alleges that Respondent's advertisement included five (5) false and/or misleading statements in violation of KRS 312.021(1); and

WHEREAS, 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 the Respondent under KRS Chapter 312 and the accompanying regulations;

2) The Respondent, Larry Anthony Sears, D.C., accepts the reprimand of the Board for the above-stated violations. Respondent admits no wrongdoing, but agrees that the Board presented sufficient evidence to possibly prevail at an administrative hearing. Respondent agrees to act more diligently in the future to insure that all advertising issued by the Respondent, or on the Respondent's 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 21:065, Section 1(2). A copy of the notification to all consumers who responded to the advertisement shall be mailed to the Board on or before May 20, 2015;

4) On or before November 7, 2015, the Respondent shall complete the Ethics and Boundaries course;

5) The Respondent agrees to refrain from using the word "medicine" in office name or advertisements;

6) The Respondent agrees not to enter into contracts for service with patients in the future;

7) Respondent shall pay a fine to the Board in the amount of one thousand dollars (\$1,000.00) for his second violation of KRS 312.019(9)(g) and 201 KAR 21:065(3)(1).

8) Respondent shall pay a fine to the Board in the amount of four thousand dollars (\$4,000.00) for the alleged violations of KRS 312.021(1).

9) The total fine amount is five thousand dollars (\$5,000.00). Said fine shall be made payable to the "Kentucky Board of Chiropractic Examiners."

10) The Respondent agrees to pay for costs associated with the prosecution of this matter not to exceed two thousand dollars (\$2,000).

11) The original, executed Agreed Order must be received by the Board no later than March 19, 2015.

12) The Respondent shall provide the Board with proof of training through an accredited chiropractic college on laser therapy by April 20, 2015. This Agreement does not resolve any future disciplinary action the Board may take if it is determined that the Respondent lacks training through an accredited chiropractic college on laser therapy.

13) The Respondent acknowledges that he is ineligible for participation

in any chiropractic preceptorship program for two (2) years pursuant to 201 KAR 21:085(2)(7);

14) The Respondent agrees to cease and desist any use of the Pastoral Science Care Degree or (PSCD) in any form of advertising or practice, provided, however, that respondent reserves the right to utilize PSCD credentials if the Board subsequently issues regulations which permit its use or a court of competent jurisdiction mandates that PSCD credentials may be utilized by Respondent;

15) The Respondent understands that this Agreement may serve as the basis of enhancement for any future disciplinary action; and

16) The Respondent, Larry Anthony Sears, D.C., agrees that the 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.

17) The parties agree that Respondent may pay \$500.00 (five hundred dollars) per month toward the financial conditions imposed by this agreement.

Voluntary Waiver of Rights

The Respondent, Larry Anthony Sears, 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

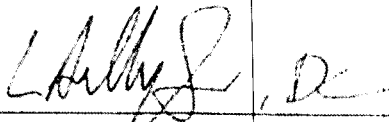
The Respondent acknowledges that, once adopted by the Board, this

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. This Agreed Order may at any time be published on the Board's website, www.kbce.ky.gov.

Complete Agreement

This Agreed Order consists of five (5) pages and embodies the entire agreement between the Kentucky Board of Chiropractic Examiners and Larry Anthony Sears, D.C. It may not be altered, amended or modified without the express written consent of both parties.

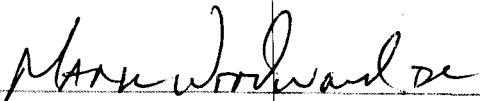
Have Seen, Understood and Approved:



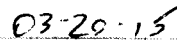
Larry Anthony Sears, D.C.
License No. 4999
Respondent



Date



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



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 25th day of March, 2015:

Larry Anthony Sears, D.C.
9003 Willow Springs
Louisville, KY 40242
Respondent

Hon. Benjamin J. Weigel
455 South Fourth Street, Suite 1500
Louisville, KY 40202
Counsel for Respondent

Hon. M. Keith Poynter
209 South Green St.
Glasgow, KY 42141
Board Counsel

And the original shall be maintained by the Board.



Karalee P. Oldenkamp, D.C.
Executive Director
Kentucky Board of Chiropractic Examiners