



1. On or about March 9, 2019, DEA investigators notified the Board of a report by an informant that Sadie Hight was stealing fentanyl while working for Dr. Justin Emami and requested assistance. DEA had evidence of empty vials that were in the possession of Sadie Hight with registration numbers that traced back to the office of Justin Emami.
2. Between March 15, 2019, and August 5, 2019, DEA Diversion agents and Board investigators conducted audits and interviews resulting in the following federal violations of DEA regulations:
  - a. Dr. Justin Emami failed to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a);
  - b. Dr. Justin Emami failed to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e).
  - c. Dr. Justin Emami failed to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a).
  - d. Dr. Justin Emami failed to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c).
  - e. Dr. Justin Emami failed to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c).
  - f. Dr. Justin Emami failed to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d).
3. Dr. Justin Emami entered into an agreement with the United States Department of Justice on January 11, 2022 for the above violations. <sup>i</sup> (see Exhibit “A”).
4. On October 19, 2019, the Board accepted an Agreed Order of Suspension, (See Exhibit “B”), wherein Sadie Hight admitted to illegally obtaining a 20 ml vial, serial number 027377 exp. 02/2019 of fentanyl (A SCHEDULE II NARCOTIC) from the dental office of Dr. Justin Emami. By Dr. Justin Emami’s failure to maintain proper inventory and records, employee Sadie Hight illegally diverted fentanyl from his office.
5. A second complaint was received on or about June 1, 2022, regarding poor dental care falling below the standard of care on patient (BI).
6. Patient (BI) saw Dr. Justin Emami. Patient went to have their front 3 top teeth “fixed”. Dr. Emami told her it would be better aesthetically to correct the top 8 teeth with crowns, #5-12 and the patient accepted the treatment. In November, the patient had a tooth bothering her and advised that she could feel the seam of her crown on her tooth. She went back to Dr. Emami and he looked at it, told her it was fine and sent her home. A few days later, she woke up with her face swollen, her primary care physician sent her to the emergency room.

At the emergency room she was diagnosed with cellulitis and an abscessed tooth. A few days later, she returned to Dr. Emami who was going to perform the root canal/crown and the patient told him, the tooth he was going to do the root canal on was not the one that was hurting. The patient advised that she felt like everything she brought to his attention was just dismissed.

7. Patient then sought a second opinion from an endodontist that looked at the tooth that Dr. Emami was going to perform the root canal on and advised the patient that the molar was fine, but the tooth she had been pointing to (the canine) did need a root canal, tooth #11, that was performed. Endodontist (Dentist #2) sent patient to a general dentist for additional concerns. Upon patient seeking treatment from Dentist #3, bitewing images showed open margins on #5, #6, #11 and #12. Dentist #3 has been correcting improperly placed crowns after the patient's crowns placed by Dr. Emami had come loose/off several times. The patient had additional complaints including the hardship that this has caused her since the repair costs are having to be paid by her since Dr. Emami billed and was paid by the insurance company.
8. Dr. Emami's office called the patient, to schedule a hygiene appointment and the patient advised of the issues she has had and how very upset she has been due to poor treatment and she would not be returning to his office. Patient was told by staff that she would receive a call back. Patient did not receive a call back and initiated this complaint.
9. Dr. Howl assigned, Dr. Krista Jones and Dr. Brant Rouse to the review panel. Upon request of the panel, a specialist, Dr. Rob Bryan was assigned from the anesthesia committee to review the anesthesia records in this case and assist the panel.
10. Investigator Lowe, checked the Oklahoma prescription monitoring program (PMP) and found that from 06-23-2021 through 06-23-2022, Dr. Emami issued 155 prescriptions to 113 patients and only checked the PMP on two occasions. Dr. Emami advised that he believed he was only required to check the PMP on individuals that were suspicious/seeking drugs and he believed his e-prescribing program did that for him.
11. The review panel looked at the patient records submitted by all three dental providers. Dr. Emami had multiple failures in his documentation including lack of all documentation of a comprehensive plan, perio charting, perio diagnosis, tooth charting and diagnosis and a treatment plan. Dr. Emami had charges listed in the patient record for two orthotic appliances, but no diagnosis as to the need for the appliance or the differences in the two separate appliances listed in the patient records. The x-rays/radiographs were incomplete and three were taken the day of treatment prior to putting on crowns.
12. A review of the bitewing x-rays of patient (B.I.) by the panel showed clearly that there were open margins on crowns #5, #6, #11 and #12. An open margin will cause the crown to come off and/or fail within a few short years and allows for additional decay and other structural issues to occur with the tooth. The panel advises that this is below the standard of care, negligent and a likely cause of the crowns patient (BI) had come off in her complaint. Patient needed additional treatment by Dentist #3 in addition to having new crowns that were properly seated.
13. A review of the anesthesia records and associated billing records showed that Dr. Emami billed for Deep Sedation on patient (BI). Dr. Emami is not permitted to provide deep

sedation/general anesthesia. After this finding the Board panel requested an additional 5 patient case files. Four of the five also had billing for deep sedation. The medical records were reviewed by the Anesthesia Panel member. Dr. Emami advised Investigator Lowe that he did not provide deep sedation to the patients, however he billed the deep sedation codes for various reasons including, a mistake, the deep sedation code was actually cheaper for the patient than the moderate, even though he billed for the deep sedation, he discounted a patients record in other places, he was ‘averaging’ the costs based on what the insurance would pay when it paid for sedation, he billed for deep sedation but when the insurance did not pay for sedation he did nothing else.

**The above acts and omissions set forth above constitute violations of the State Dental Act.**

Counts 1.-7. FAILING TO GUARD AGAINST DIVERSION AND ENTERING INTO AN ORDER WITH THE UNITED STATES DRUG ENFORCEMENT AGENCY ON January 11, 2022, (Attached as Exhibit “A”), FOR VIOLATIONS OF FEDERAL CONTROLLED DANGEROUS SUBSTANCES LAWS 59 O.S. §328. 32(A)(38) and 195:30-1-5.; Specifically by: Failure to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a); Failure to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e); Failure to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a); Failure to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c); Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c); Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d). By Dr. Justin Emami’s failure to maintain proper requirements for records, inventory and access to drug locker, an employee, Sadie Hight, illegally diverted fentanyl from his office. (see Exhibit’s “A” and “B” attached)

Counts 8.-18. FAILURE TO CHECK THE PRESCRIPTION MONITORING PROGRAM BEFORE PRESCRIBING A CONTROLLED DANGEROUS DRUG, 63 O.S. §2-309(D)(2)(A), specifically, for issuing 155 prescriptions to 113 patients for Controlled Dangerous Substances, between 06-23-2021 and 06-23-2022 and conducting one (1) patient check on 07-26-2018 and on 01-06-2022. (Ten counts assessed for WA, BM, DC, EW, AC, BF, KC, VD, BS and EA).

Count 19. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(1),(2),(3) and (4), specifically for failure to properly conduct and/or document results of clinical examination and tests conducted, including the identification, or lack thereof, of any oral pathology or diseases, or records for a full treatment plan; the records for patient (BI) did not include a comprehensive exam, no dentist signature, no documentation of existing work, treatment that is needed, tooth numbers and surfaces, hard and soft tissue exam, pathology and periodontal probing not recorded. Failing to document Laser therapy as to type of laser used, wattage used, and area the laser was used on the patient.

Counts 20. – 24. REPEATED ACTS OF NEGLIGENCE, Specifically, for placing crowns on patient (BI) on teeth #5-#12, with open margins on the crowns on #5, #6, #11 and #12, visually verified by Dentist #3, and showing on the radiographs/x-rays in the file, verified by the Board Panel. The margins are believed to have contributed to two of the crowns falling off within a short period of time after being put on by Dr. Justin Emami. One of the teeth that received a crown also required a root canal after patient had an abscess requiring a visit to a primary care doctor and the emergency room. A few weeks later, a second crown began to “leak” also requiring a root canal.

Counts 25. – 30. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(4) and BEING MATERIALLY DISHONEST WITH A PATIENT, 59 O.S. § 328.32(A)(28), Specifically, for charging patients for Deep Sedation when Dr. Emami is not permitted to provide deep sedation. The office staff advised that per Dr. Emami, light to moderate sedation that was provided to the patients was billed as, “deep sedation” and the charge was the same and advised that they have averaged out what insurance will pay, if they pay, and whether it is moderate or deep, it is all the same. Dr. Emami’s sedation permit only allows for him to provide up to moderate sedation. Falsifying records of the patients by billing under deep sedation codes was admitted by Dr. Emami pursuant to the responses below:

1. (BI) (*He was averaging the cost based on what the insurance pays but there is no difference for the patient.*)
2. (RB) (*“Incorrect coding was used for sedation, but patient was charged less overall”*)
3. (EB) (*“insurance was not billed due to patient not having sedation as a covered benefit under her policy. Also, only one 15-minute increment was billed”*)
4. (DF) (*Insurance rejected paying for sedation due to restrictions for this service according to the patient’s policy so no further action was taken.*)
5. (DS) (*“Fee for sedation was based on deep sedation with is a lower fee than moderate sedation in our system”*)


### **POTENTIAL SANCTION(S)**

The Board is authorized, after notice or opportunity for a hearing pursuant to Article II of the Administrative Procedures Act, to issue an order to impose sanction(s) whenever the Board finds, by clear and convincing evidence, that a licensee has violated the State Laws or Rules in regards to their license. The minimum to maximum sanction in this matter ranges from no action to revocation of license and an administrative fine of up to \$1500 per violation. We request for this matter to be set for hearing on the next Board Agenda.

### **ATTORNEY’S FEES**

The Board is authorized, after notice or opportunity for a hearing pursuant to Article II of the Administrative Procedures Act, to request the costs of prosecution and attorney’s fees be recovered from the Respondent. The Board is requesting costs and attorney’s fees.

Respectfully Submitted,

  
\_\_\_\_\_  
Susan Rogers, Esq.  
Executive Director

Date Mar. 2, 2023

Investigators

Steve Lowe, Board Investigator  
George Haralson, Board Investigator.  
DEA Chief Diversion Investigator Kim Daniels  
DEA Diversion Investigator Jamie Cole

Investigative Panel Members

Dr. Brant Rouse  
Dr. Krista Jones  
Dr. Rob Bryan (anesthesia committee consultant)

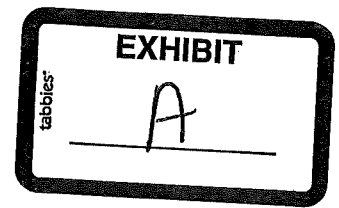
District Member Abstention

Dr. Mike Howl

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<sup>i</sup> The delay in this case was due to the COVID state and federal shutdown and the Supreme Court decision in McGirt causing an outside Special Assistant United States Attorney to take the DEA civil case.

This case will be set on the March 10, 2023 Board Agenda for Adoption of the Statement of Complaint.



## SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (“Agreement”) is entered into between the United States of America, acting through the United States Department of Justice, Drug Enforcement Administration and United States Attorney’s Office (collectively “United States”), and Justin Emami, D.D.S. (“Emami”), through their authorized representatives. The United States and Emami are hereafter collectively referred to as “the Parties.”

### II. RECITATION OF FACTS

- A. Emami is a licensed dentist who is the owner and manager of Galleria of Smiles, a dental office with locations in Tulsa and Sand Springs, Oklahoma.
- B. Emami is registered with the DEA (FE3238260) to dispense controlled substances. As a DEA registrant, Emami is required to comply with the Controlled Substances Act, 21 U.S.C. §§ 801–971, and related regulations, 21 C.F.R. §§ 1300–1321.
- C. The Drug Enforcement Administration (“DEA”) is a component of the Department of Justice. The DEA is primarily responsible for administering the Controlled Substances Act and investigating suspected violations of the Act.
- D. The Attorney General, through the United States Attorney for the Northern District of Oklahoma, has primary authority to bring civil actions to enforce the Controlled Substances Act in this District.
- E. Beginning on March 15, 2019, the DEA conducted an inspection of Emami’s dental offices and attempted to complete an audit of his records related to controlled substances. The inspection and audit revealed several violations of the Controlled Substances Act, including failures to properly track his inventory of

Schedule II controlled substances, which facilitated a former employee's diversion of fentanyl.

- F. The United States alleges Emami committed the following violations of the Controlled Substances Act between September 15, 2018 and March 15, 2019:
- a. Failure to maintain "a complete and accurate record of each substance . . . received, sold, [or] delivered" in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.21(a), as evidenced by disparities in the inventories for six controlled substances in Emami's possession.
  - b. Failure to accurately document the number of commercial containers received and the date on which they were received on his copy (i.e. copy 3) of DEA Form 222 in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1305.13(e), as evidenced by two incomplete DEA Form 222s in Emami's possession.
  - c. Failure to maintain a copy of DEA Form 222 in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1305.17(a). There was one missing Form 222 that Emami was unable to produce.
  - d. Failure to complete a biennial inventory in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.11(c). There was no record or other evidence of a biennial inventory having been completed during the two years preceding the date of the inspection.
  - e. Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form (i.e. strength) of fentanyl dispensed to each patient in violation 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.22(c). The DEA reviewed 55 dispensing logs from the six-month audit period, none of

which contained the required information. There were many more dispensing logs the DEA did not review, which likely contained additional violations.

- f. Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III–V controlled substances separately from all other records in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.04(g).
- g. Failure to document the receipt date on invoices for Schedule III–V controlled substances is a violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.21(d).

The foregoing violations are hereinafter referred to as the “Covered Conduct.”

G. The Controlled Substances Act provides that the United States may recover a civil penalty for each violation of the Act arising from the Covered Conduct. 21 U.S.C. §§ 842(a)(5) and 842(c)(1)(B)(i). The maximum penalty for each violation in this case is \$15,691. 28 C.F.R. § 85.5.

H. To avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

### III. TERMS AND CONDITIONS

1. Emami shall pay the United States, as a one-time lump sum, the amount of Thirty Thousand dollars (\$30,000) (“Settlement Amount”) by electronic funds transfer pursuant to written instructions to be provided by the United States. Such Payment shall be made no later than 10 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below, and conditioned upon Emami’s full payment of the Settlement Amount, the United States releases

Emami from any further civil claim the United States has or may have had under the Controlled Substance Act, 21 U.S.C. § 842(c)(1)(B), for the Covered Conduct.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any administrative liability, including, without limitation, the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for failure to deliver goods or services due, including any claims related to the quality of goods and services so delivered;
- g. Any claim for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- h. Any claim against Emami by any person or entity not a Party to this Agreement.

4. Emami waives and shall not assert any defenses Emami may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the payments under this Agreement for purposes of the Internal Revenue laws, Title 26 of the United States Code.

5. Emami fully and finally releases the United States, its agencies, employees, servants and agents from any claims (including attorney fees, costs and expenses of every kind and however denominated) that Emami has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as expressly provided herein.

7. Emami warrants that he has reviewed his financial situation and that he currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Emami, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Emami was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

8. Emami has had the opportunity to consult with legal counsel prior to entering into this Agreement. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. Emami represents this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

10. This Agreement is governed by the laws of the United States. The Parties agree the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the Northern District of Oklahoma.

11. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. Emami represents and warrants that he is authorized to execute this Agreement on his own behalf. The United States' signatory represents that he is signing this Agreement in his official capacity and is authorized to execute this Agreement.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

15. This Agreement is effective on the date of the signature of the last signatory to the Agreement ("Effective Date").

16. This Agreement is binding on Emami's successors, transferees, heirs and assigns.

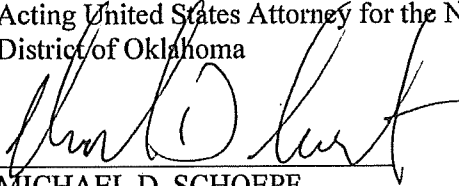
17. The Parties agree to and hereby consent to the United States' disclosure, to any person, of this Agreement and information about this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Dated this 11<sup>th</sup> day of January, 2022

CLINTON J. JOHNSON  
Acting United States Attorney for the Northern  
District of Oklahoma

By:

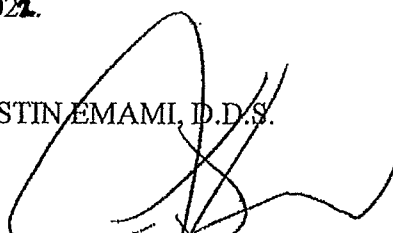


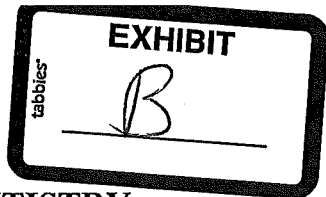
MICHAEL D. SCHOEPF  
Special Assistant United States Attorney for the  
Northern District of Oklahoma  
P. O. Box 699  
Bismarck, ND 58502-0699  
(701) 530-2420  
Attorney for the United States

Dated this 10 day of January, 2021.

JUSTIN EMAMI, D.D.S.

By:

  
Justin Emami, DHA #FE3238260  
Galleria of Smiles  
8014 S 101st E Ave, Suite 100  
Tulsa, OK 74133



**IN AND BEFORE THE OKLAHOMA STATE BOARD OF DENTISTRY  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.,</b>	)	
<b>THE OKLAHOMA BOARD OF DENTISTRY,</b>	)	
<b>Plaintiff</b>	)	
	)	
<b>vs.</b>	)	<b>Case No: 19-23 and 19-64</b>
	)	
<b>SADIE RENEE HIGHT, R.D.H. license # 2168,</b>	)	
<b>Respondent</b>	)	

**AGREED ORDER OF SUSPENSION**

This cause comes on for hearing before the Oklahoma State Board of Dentistry (the "Board") on the 5th day of October 2019 at the Board hearing located at the Hard Rock Hotel, 777 W. Cherokee St. Catoosa, OK 74105, Tulsa, Oklahoma 74105, pursuant to notice given as required by law and rules of the Board.

Plaintiff, the State of Oklahoma, ex rel. the Oklahoma State Board of Dentistry by and through its Executive Director and attorney, Susan Rogers and the Respondent, SADIE RENEE HIGHT, RDH Oklahoma license # 2168, appears through her legal counsel James Caputo.

**SADIE RENEE HIGHT, R.D.H. license # 2168**, is licensed to practice dental hygiene in the State of Oklahoma. SADIE RENEE HIGHT'S State Hygiene license was originally issued July 9, 1999. The actions relevant to this Statement of Complaint occurred in and around Tulsa, Oklahoma.

The Board en banc after hearing arguments of counsel, reviewing the exhibits admitted and the sworn testimony of witnesses, and being fully advised in the premises, find that there is clear and convincing evidence to support the following Findings of Fact, Conclusions of Law and Order:

**AGREEMENT AND ACKNOWLEDGEMENT BY RESPONDENT**

1. By voluntarily submitting to jurisdiction and entering into this Order, Respondent pleads nolo contendere (no contest) to the allegations in the Complaint and citation filed herein and acknowledges that a hearing before the Board would result in some sanction under the Oklahoma State Dental Practices Act. For the purposes of this administrative action only, the Respondent enters a nolo contendere (no contest) plea to the allegations in the statement of complaint incorporated herein as exhibit (A). No admission in this document shall be construed or considered as an admission in any pending or future criminal complaint or any other matter other than this administrative licensing action.

Respondent, SADIE RENEE HIGHT, RDH states that she is of sound mind and is not under the influence of, or impaired by, any medication or drug and that she fully recognizes her right to appear before the Board for evidentiary hearing on the allegations made against her. Respondent hereby voluntarily waives her right to a full hearing, submits to the jurisdiction of the Board and agrees to abide by the terms and conditions of this Order. Respondent acknowledges that she has read and understands the terms and conditions stated herein.

Respondent and her attorney and the attorney for the Board stipulate to the following findings of fact; The Board has heard statements of counsel, reviewed the exhibits presented, and being fully apprised in the premises, finds that there is clear and convincing evidence of the following Findings of Fact, Conclusions of Law and Orders:

### **STIPULATIONS AND AGREED FINDINGS OF FACT**

2. SADIE HIGHT, RDH, currently possess Oklahoma Hygiene License #2168 issued July 9, 1999.
3. The Respondent, SADIE HIGHT, RDH, is the subject of complaints 19-23 and 19-64.
4. The Board pursuant to the Oklahoma State Dental Practices Act 59 O.S. § 328.1 et. seq. is a duly authorized State Agency empowered to license and oversee the activities of all persons practicing dentistry or hygiene pursuant to the act in the State of Oklahoma.
5. The Board has jurisdiction over the subject matter herein, and notice has been given in all respects as required by law and the rules of the Board.
6. The Respondent acknowledges that this agreement is freely and voluntarily made, and the Respondent has not been subject to duress or coercion.
7. The Respondent is represented by legal counsel, James Caputo on this matter and is fully aware of the consequences of this agreement.
8. The Respondent submits herself to the jurisdiction of the Board and, waives all rights to a hearing appeal and any other claim in a court having jurisdiction over any part of this matter.
9. For the purposes of this administrative action only, the Respondent enters a nolo contendere (no contest) plea to the allegations in the statement of complaint incorporated herein. No admission in this document shall be construed or considered as an admission in any pending or future criminal complaint or any other matter other than this administrative licensing action.
10. The Respondent admits that the evidence would show that during the time-periods stated in the complaint, she was acting in violation of State Dental Practices Act and State law.
11. Dr. Jones and Dr. Gore were assigned to the investigative panel for this matter.

12. The Respondent has previously appeared before the Board in Case No 10-104 for a violation of a felony drug law regarding forgery of a prescription in a dental office. The Respondent was placed on probation for 2 years.
13. These investigation resulted in the following violations of the State Dental Act in the Statement of Complaint as incorporated herein:

**CT. I - UNPROFESSIONAL CONDUCT**

59 O.S. § 328.33(d)(4), specifically by knowingly changing the dates and redepositing checks received years earlier for work conducted in two dental offices, in violation of the Oklahoma computer crimes act, 21 O.S. § 1953(A)(2);

**CT. II – ADDICTION TO PRESCRIPTION DRUGS WHILE PRACTICING**

59 O.S. §328.32(A)(3), through 59 O.S. § 328.33(D)(17);

**CT. III - BEING, BY REASON OF PERSISTENT INEBRIETY OR ADDICTION TO DRUGS, INCOMPETENT TO CONTINUE THE PRACTICE OF DENTAL HYGIENE;** 59 O.S. §328.33(D)(3), specifically through a history and continuing pattern of drug use, including but not limited to fentanyl, hydrocodone and tramadol.

**CT. IV- OBTAINING A CONTROLLED DANGEROUS SUBSTANCE BY A FORGED/ALTERED SCRIPT A FELONY** 63 O.S. § 2-407 through 59 O.S. § 328.33(A)(1), specifically by forging a prescription to herself for hydrocodone (a schedule II narcotic) in the office of Dr. Craig Hines.

**CT V - ILLEGALLY OBTAINING AND POSSESSING A CONTROLLED DANGEROUS SUBSTANCE OBTAINED WHILE ACTING WITHIN HER SCOPE OF PROFESSIONAL PRACTICE A FELONY** 63 O.S. § 2-402 (A)(1) through 59 O.S. § 328.33(A)(1), specifically by knowingly or intentionally possessing a controlled dangerous substance obtained while acting in the court of his or her professional practice, by stealing/embezzeling a 20 ml vial of fentanyl (a schedule II narcotic), serial number 027377 exp. 02/2019 from the dental office of Justin Emani, D.D.S.

**CT. VI – VIOLATING OR ATTEMPTING TO VIOLATE THE PROVISIONS OF THE STATE DENTAL ACT** 59 O.S. § 328.33(D)(15).

**CONCLUSIONS OF LAW**

The Board has jurisdiction over the Respondent the subject matter herein pursuant to the Oklahoma State Dental Act 59 O.S. § 328.1 et. seq and the Board of Dentistry Rules and Regulations, Title 195 et. seq.

Based on the foregoing facts and admissions, the Board finds that Respondent committed violations of

**CT. I - UNPROFESSIONAL CONDUCT**

59 O.S. § 328.33(d)(4), specifically by knowingly changing dates and redepositing checks received years earlier for work conducted in two dental offices, in violation of the Oklahoma computer crimes act, 21 O.S. § 1953(A)(2) ;

CT. II – ADDICTION TO PRESCRIPTION DRUGS WHILE PRACTICING  
59 O.S. §328.32(A)(3), through 59 O.S. § 328.33(D)(17);

CT. III - BEING, BY REASON OF PERSISTENT INEBRIETY OR ADDICTION TO DRUGS, INCOMPETENT TO CONTINUE THE PRACTICE OF DENTAL HYGIENE; 59 O.S. §328.33(D)(3), specifically through a history and continuing pattern of drug use, including but not limited to fentanyl, hydrocodone and tramadol.

CT. IV - OBTAINING A CONTROLLED DANGEROUS SUBSTANCE BY A FORGED/ALTERED SCRIPT A FELONY 63 O.S. § 2-407 through 59 O.S. § 328.33(A)(1), specifically by forging a prescription to herself for hydrocodone (a schedule II narcotic) in the office of Dr. Craig Hines.

CT V - ILLEGALLY OBTAINING AND POSSESSING A CONTROLLED DANGEROUS SUBSTANCE OBTAINED WHILE ACTING WITHIN HER SCOPE OF PROFESSIONAL PRACTICE A FELONY 63 O.S. § 2-402 (A)(1) through 59 O.S. § 328.33(A)(1), specifically by knowingly or intentionally possessing a controlled dangerous substance obtained while acting in the course of his or her professional practice, by stealing/embezzling a 20 ml vial of fentanyl (a schedule II narcotic), serial number 027377 exp. 02/2019 from the dental office of Justin Emani, D.D.S.

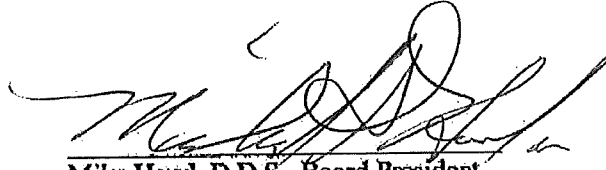
CT. VI– VIOLATING OR ATTEMPTING TO VIOLATE THE PROVISIONS OF THE STATE DENTAL ACT 59 O.S. § 328.33(D)(15).

### **AGREED ORDER**

IT IS THEREFORE ORDERED by the Oklahoma State Board of Dentistry as follows:

1. The license of Respondent, SADIE HIGHT, Oklahoma Dental Hygiene License No. 2168 Defendant shall be SUSPENDED for a period of TWO (2) YEARS to become concluded on June 28, 2021. Respondent may seek reinstatement of her privileges pending completion of the following terms and conditions:
  - a. Respondent will not violate any other State or Federal law after the date of this agreed order;
  - b. No earlier than ninety (90) days before June 28, 2021, Respondent will get a full evaluation by OHPP to determine if she is clean of all illicit substances and safe to practice. Respondent hereby agrees to follow any recommendations of OHPP before returning to the Board to request that her privileges be reinstated.
  - c. Defendant shall pay an administrative fine of \$3,000.00. The first half shall be due with the request for reinstatement of privileges before the Board. The second half will be due no later than 1 year from the date of reinstatement.

- d. The Board may take into consideration, any acts of good will, such as completion of treatment programs, community service or other positive activities to amend this order.

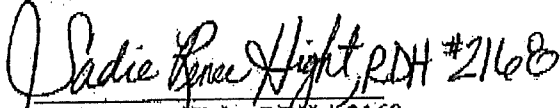


Mike Howl, D.D.S., Board President,  
OKLAHOMA STATE BOARD OF DENTISTRY

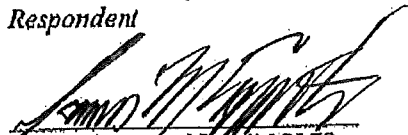
Investigative Panel

Dr. Krista Jones  
Dr. Jim Gore

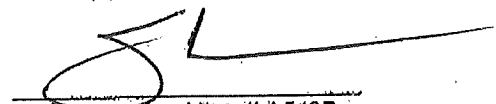
AGREED AND APPROVED:



Sadie Renee Hight, RDH # 2168  
*Respondent*



James Caputo, OBA # 18179  
*Attorney for Sadie Hight*



Susan Rogers, OBA # 15497  
Executive Director and General Counsel  
*Attorney for the Oklahoma State Board of Dentistry*

Stephen McCaleb OBA # 15649  
Judicial Counsel, State Board of Dentistry



**IN AND BEFORE THE OKLAHOMA STATE BOARD OF DENTISTRY  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.,</b>	)	
<b>THE OKLAHOMA BOARD OF DENTISTRY,</b>	)	
<b>Plaintiff</b>	)	
	)	
<b>vs.</b>	)	<b>Case No: 22-45</b>
	)	
<b>JUSTIN EMAMI, D.D.S. license # 6387,</b>	)	
<b>Respondent</b>	)	

**STATEMENT OF COMPLAINT**

**YOU ARE HEREBY NOTIFIED on the following charges made against you.**

**GENERAL BACKGROUND**

1. The Board has jurisdiction over the Defendant the subject matter herein pursuant to the Oklahoma State Dental Act 59 O.S. § 328.1 et. seq and the Board of Dentistry Rules and Regulations, Title 195 et. seq.
2. **JUSTIN EMAMI, D.D.S. license #6387** is licensed to practice dentistry in the State of Oklahoma. **DR. EMAMI'S** State Dental license was originally issued May 18, 2012 and, is currently in full force and effect. The actions relevant to this Statement of Complaint occurred in and around Oklahoma County, Oklahoma City, Oklahoma.
3. The acts and omissions, which constitute the allegations contained in this Statement of Complaint, occurred from approximately January 1, 2019, through June 1, 2022, but at all times relevant to the State Dental Act and Oklahoma State laws. The requirements of the State Dental Act and the Rules and Regulations of the Board to regulate the conduct herein were in effect for all times appropriate to the actions described in this Statement of Complaint.

**SPECIFIC ALLEGATIONS**

Each of the paragraphs, as stated above, are incorporated and adopted by reference herein for each specific allegation.

1. On or about March 9, 2019, DEA investigators notified the Board of a report by an informant that Sadie Hight was stealing fentanyl while working for Dr. Justin Emami and requested assistance. DEA had evidence of empty vials that were in the possession of Sadie Hight with registration numbers that traced back to the office of Justin Emami.
2. Between March 15, 2019, and August 5, 2019, DEA Diversion agents and Board investigators conducted audits and interviews resulting in the following federal violations of DEA regulations:
  - a. Dr. Justin Emami failed to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a);
  - b. Dr. Justin Emami failed to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e).
  - c. Dr. Justin Emami failed to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a).
  - d. Dr. Justin Emami failed to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c).
  - e. Dr. Justin Emami failed to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c).
  - f. Dr. Justin Emami failed to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d).
3. Dr. Justin Emami entered into an agreement with the United States Department of Justice on January 11, 2022 for the above violations. <sup>i</sup> (see Exhibit “A”).
4. On October 19, 2019, the Board accepted an Agreed Order of Suspension, (See Exhibit “B”), wherein Sadie Hight admitted to illegally obtaining a 20 ml vial, serial number 027377 exp. 02/2019 of fentanyl (A SCHEDULE II NARCOTIC) from the dental office of Dr. Justin Emami. By Dr. Justin Emami’s failure to maintain proper inventory and records, employee Sadie Hight illegally diverted fentanyl from his office.
5. A second complaint was received on or about June 1, 2022, regarding poor dental care falling below the standard of care on patient (BI).
6. Patient (BI) saw Dr. Justin Emami. Patient went to have their front 3 top teeth “fixed”. Dr. Emami told her it would be better aesthetically to correct the top 8 teeth with crowns, #5-12 and the patient accepted the treatment. In November, the patient had a tooth bothering her and advised that she could feel the seam of her crown on her tooth. She went back to Dr. Emami and he looked at it, told her it was fine and sent her home. A few days later, she woke up with her face swollen, her primary care physician sent her to the emergency room.

At the emergency room she was diagnosed with cellulitis and an abscessed tooth. A few days later, she returned to Dr. Emami who was going to perform the root canal/crown and the patient told him, the tooth he was going to do the root canal on was not the one that was hurting. The patient advised that she felt like everything she brought to his attention was just dismissed.

7. Patient then sought a second opinion from an endodontist that looked at the tooth that Dr. Emami was going to perform the root canal on and advised the patient that the molar was fine, but the tooth she had been pointing to (the canine) did need a root canal, tooth #11, that was performed. Endodontist (Dentist #2) sent patient to a general dentist for additional concerns. Upon patient seeking treatment from Dentist #3, bitewing images showed open margins on #5, #6, #11 and #12. Dentist #3 has been correcting improperly placed crowns after the patient's crowns placed by Dr. Emami had come loose/off several times. The patient had additional complaints including the hardship that this has caused her since the repair costs are having to be paid by her since Dr. Emami billed and was paid by the insurance company.
8. Dr. Emami's office called the patient, to schedule a hygiene appointment and the patient advised of the issues she has had and how very upset she has been due to poor treatment and she would not be returning to his office. Patient was told by staff that she would receive a call back. Patient did not receive a call back and initiated this complaint.
9. Dr. Howl assigned, Dr. Krista Jones and Dr. Brant Rouse to the review panel. Upon request of the panel, a specialist, Dr. Rob Bryan was assigned from the anesthesia committee to review the anesthesia records in this case and assist the panel.
10. Investigator Lowe, checked the Oklahoma prescription monitoring program (PMP) and found that from 06-23-2021 through 06-23-2022, Dr. Emami issued 155 prescriptions to 113 patients and only checked the PMP on two occasions. Dr. Emami advised that he believed he was only required to check the PMP on individuals that were suspicious/seeking drugs and he believed his e-prescribing program did that for him.
11. The review panel looked at the patient records submitted by all three dental providers. Dr. Emami had multiple failures in his documentation including lack of all documentation of a comprehensive plan, perio charting, perio diagnosis, tooth charting and diagnosis and a treatment plan. Dr. Emami had charges listed in the patient record for two orthotic appliances, but no diagnosis as to the need for the appliance or the differences in the two separate appliances listed in the patient records. The x-rays/radiographs were incomplete and three were taken the day of treatment prior to putting on crowns.
12. A review of the bitewing x-rays of patient (B.I.) by the panel showed clearly that there were open margins on crowns #5, #6, #11 and #12. An open margin will cause the crown to come off and/or fail within a few short years and allows for additional decay and other structural issues to occur with the tooth. The panel advises that this is below the standard of care, negligent and a likely cause of the crowns patient (BI) had come off in her complaint. Patient needed additional treatment by Dentist #3 in addition to having new crowns that were properly seated.
13. A review of the anesthesia records and associated billing records showed that Dr. Emami billed for Deep Sedation on patient (BI). Dr. Emami is not permitted to provide deep

sedation/general anesthesia. After this finding the Board panel requested an additional 5 patient case files. Four of the five also had billing for deep sedation. The medical records were reviewed by the Anesthesia Panel member. Dr. Emami advised Investigator Lowe that he did not provide deep sedation to the patients, however he billed the deep sedation codes for various reasons including, a mistake, the deep sedation code was actually cheaper for the patient than the moderate, even though he billed for the deep sedation, he discounted a patients record in other places, he was ‘averaging’ the costs based on what the insurance would pay when it paid for sedation, he billed for deep sedation but when the insurance did not pay for sedation he did nothing else.

**The above acts and omissions set forth above constitute violations of the State Dental Act.**

Counts 1.-7. FAILING TO GUARD AGAINST DIVERSION AND ENTERING INTO AN ORDER WITH THE UNITED STATES DRUG ENFORCEMENT AGENCY ON January 11, 2022, (Attached as Exhibit “A”), FOR VIOLATIONS OF FEDERAL CONTROLLED DANGEROUS SUBSTANCES LAWS 59 O.S. §328. 32(A)(38) and 195:30-1-5.; Specifically by: Failure to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a); Failure to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e); Failure to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a); Failure to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c); Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c); Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d). By Dr. Justin Emami’s failure to maintain proper requirements for records, inventory and access to drug locker, an employee, Sadie Hight, illegally diverted fentanyl from his office. (see Exhibit’s “A” and “B” attached)

Counts 8.-18. FAILURE TO CHECK THE PRESCRIPTION MONITORING PROGRAM BEFORE PRESCRIBING A CONTROLLED DANGEROUS DRUG, 63 O.S. §2-309(D)(2)(A), specifically, for issuing 155 prescriptions to 113 patients for Controlled Dangerous Substances, between 06-23-2021 and 06-23-2022 and conducting one (1) patient check on 07-26-2018 and on 01-06-2022. (Ten counts assessed for WA, BM, DC, EW, AC, BF, KC, VD, BS and EA).

Count 19. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(1),(2),(3) and (4), specifically for failure to properly conduct and/or document results of clinical examination and tests conducted, including the identification, or lack thereof, of any oral pathology or diseases, or records for a full treatment plan; the records for patient (BI) did not include a comprehensive exam, no dentist signature, no documentation of existing work, treatment that is needed, tooth numbers and surfaces, hard and soft tissue exam, pathology and periodontal probing not recorded. Failing to document Laser therapy as to type of laser used, wattage used, and area the laser was used on the patient.

Counts 20. – 24. REPEATED ACTS OF NEGLIGENCE, Specifically, for placing crowns on patient (BI) on teeth #5-#12, with open margins on the crowns on #5, #6, #11 and #12, visually verified by Dentist #3, and showing on the radiographs/x-rays in the file, verified by the Board Panel. The margins are believed to have contributed to two of the crowns falling off within a short period of time after being put on by Dr. Justin Emami. One of the teeth that received a crown also required a root canal after patient had an abscess requiring a visit to a primary care doctor and the emergency room. A few weeks later, a second crown began to “leak” also requiring a root canal.

Counts 25. – 30. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(4) and BEING MATERIALLY DISHONEST WITH A PATIENT, 59 O.S. § 328.32(A)(28), Specifically, for charging patients for Deep Sedation when Dr. Emami is not permitted to provide deep sedation. The office staff advised that per Dr. Emami, light to moderate sedation that was provided to the patients was billed as, “deep sedation” and the charge was the same and advised that they have averaged out what insurance will pay, if they pay, and whether it is moderate or deep, it is all the same. Dr. Emami’s sedation permit only allows for him to provide up to moderate sedation. Falsifying records of the patients by billing under deep sedation codes was admitted by Dr. Emami pursuant to the responses below:

1. (BI) (*He was averaging the cost based on what the insurance pays but there is no difference for the patient.*)
2. (RB) (*“Incorrect coding was used for sedation, but patient was charged less overall”*)
3. (EB) (*“insurance was not billed due to patient not having sedation as a covered benefit under her policy. Also, only one 15-minute increment was billed”*)
4. (DF) (*Insurance rejected paying for sedation due to restrictions for this service according to the patient’s policy so no further action was taken.*)
5. (DS) (*“Fee for sedation was based on deep sedation with is a lower fee than moderate sedation in our system”*)

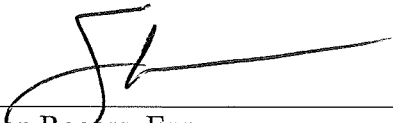
### **POTENTIAL SANCTION(S)**

The Board is authorized, after notice or opportunity for a hearing pursuant to Article II of the Administrative Procedures Act, to issue an order to impose sanction(s) whenever the Board finds, by clear and convincing evidence, that a licensee has violated the State Laws or Rules in regards to their license. The minimum to maximum sanction in this matter ranges from no action to revocation of license and an administrative fine of up to \$1500 per violation. We request for this matter to be set for hearing on the next Board Agenda.

### **ATTORNEY’S FEES**

The Board is authorized, after notice or opportunity for a hearing pursuant to Article II of the Administrative Procedures Act, to request the costs of prosecution and attorney’s fees be recovered from the Respondent. The Board is requesting costs and attorney’s fees.

Respectfully Submitted,

  
\_\_\_\_\_  
Susan Rogers, Esq.  
Executive Director

Date Mar 2, 2023

Investigators

Steve Lowe, Board Investigator  
George Haralson, Board Investigator.  
DEA Chief Diversion Investigator Kim Daniels  
DEA Diversion Investigator Jamie Cole

Investigative Panel Members

Dr. Brant Rouse  
Dr. Krista Jones  
Dr. Rob Bryan (anesthesia committee consultant)

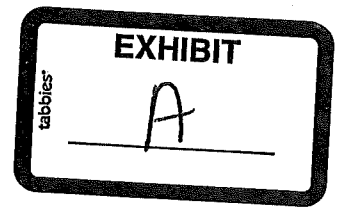
District Member Abstention

Dr. Mike Howl

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<sup>i</sup> The delay in this case was due to the COVID state and federal shutdown and the Supreme Court decision in McGirt causing an outside Special Assistant United States Attorney to take the DEA civil case.

This case will be set on the March 10, 2023 Board Agenda for Adoption of the Statement of Complaint.



## SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (“Agreement”) is entered into between the United States of America, acting through the United States Department of Justice, Drug Enforcement Administration and United States Attorney’s Office (collectively “United States”), and Justin Emami, D.D.S. (“Emami”), through their authorized representatives. The United States and Emami are hereafter collectively referred to as “the Parties.”

### II. RECITATION OF FACTS

- A. Emami is a licensed dentist who is the owner and manager of Galleria of Smiles, a dental office with locations in Tulsa and Sand Springs, Oklahoma.
- B. Emami is registered with the DEA (FE3238260) to dispense controlled substances. As a DEA registrant, Emami is required to comply with the Controlled Substances Act, 21 U.S.C. §§ 801–971, and related regulations, 21 C.F.R. §§ 1300–1321.
- C. The Drug Enforcement Administration (“DEA”) is a component of the Department of Justice. The DEA is primarily responsible for administering the Controlled Substances Act and investigating suspected violations of the Act.
- D. The Attorney General, through the United States Attorney for the Northern District of Oklahoma, has primary authority to bring civil actions to enforce the Controlled Substances Act in this District.
- E. Beginning on March 15, 2019, the DEA conducted an inspection of Emami’s dental offices and attempted to complete an audit of his records related to controlled substances. The inspection and audit revealed several violations of the Controlled Substances Act, including failures to properly track his inventory of

Schedule II controlled substances, which facilitated a former employee's diversion of fentanyl.

- F. The United States alleges Emami committed the following violations of the Controlled Substances Act between September 15, 2018 and March 15, 2019:
- a. Failure to maintain "a complete and accurate record of each substance . . . received, sold, [or] delivered" in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.21(a), as evidenced by disparities in the inventories for six controlled substances in Emami's possession.
  - b. Failure to accurately document the number of commercial containers received and the date on which they were received on his copy (i.e. copy 3) of DEA Form 222 in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1305.13(e), as evidenced by two incomplete DEA Form 222s in Emami's possession.
  - c. Failure to maintain a copy of DEA Form 222 in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1305.17(a). There was one missing Form 222 that Emami was unable to produce.
  - d. Failure to complete a biennial inventory in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.11(c). There was no record or other evidence of a biennial inventory having been completed during the two years preceding the date of the inspection.
  - e. Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form (i.e. strength) of fentanyl dispensed to each patient in violation 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.22(c). The DEA reviewed 55 dispensing logs from the six-month audit period, none of

which contained the required information. There were many more dispensing logs the DEA did not review, which likely contained additional violations.

- f. Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III–V controlled substances separately from all other records in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.04(g).
- g. Failure to document the receipt date on invoices for Schedule III–V controlled substances is a violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.21(d).

The foregoing violations are hereinafter referred to as the “Covered Conduct.”

G. The Controlled Substances Act provides that the United States may recover a civil penalty for each violation of the Act arising from the Covered Conduct. 21 U.S.C. §§ 842(a)(5) and 842(c)(1)(B)(i). The maximum penalty for each violation in this case is \$15,691. 28 C.F.R. § 85.5.

H. To avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

### III. TERMS AND CONDITIONS

1. Emami shall pay the United States, as a one-time lump sum, the amount of Thirty Thousand dollars (\$30,000) (“Settlement Amount”) by electronic funds transfer pursuant to written instructions to be provided by the United States. Such Payment shall be made no later than 10 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below, and conditioned upon Emami’s full payment of the Settlement Amount, the United States releases

Emami from any further civil claim the United States has or may have had under the Controlled Substance Act, 21 U.S.C. § 842(c)(1)(B), for the Covered Conduct.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any administrative liability, including, without limitation, the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for failure to deliver goods or services due, including any claims related to the quality of goods and services so delivered;
- g. Any claim for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- h. Any claim against Emami by any person or entity not a Party to this Agreement.

4. Emami waives and shall not assert any defenses Emami may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the payments under this Agreement for purposes of the Internal Revenue laws, Title 26 of the United States Code.

5. Emami fully and finally releases the United States, its agencies, employees, servants and agents from any claims (including attorney fees, costs and expenses of every kind and however denominated) that Emami has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as expressly provided herein.

7. Emami warrants that he has reviewed his financial situation and that he currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Emami, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Emami was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

8. Emami has had the opportunity to consult with legal counsel prior to entering into this Agreement. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. Emami represents this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

10. This Agreement is governed by the laws of the United States. The Parties agree the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the Northern District of Oklahoma.

11. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. Emami represents and warrants that he is authorized to execute this Agreement on his own behalf. The United States' signatory represents that he is signing this Agreement in his official capacity and is authorized to execute this Agreement.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

15. This Agreement is effective on the date of the signature of the last signatory to the Agreement ("Effective Date").

16. This Agreement is binding on Emami's successors, transferees, heirs and assigns.

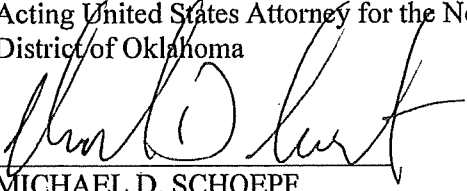
17. The Parties agree to and hereby consent to the United States' disclosure, to any person, of this Agreement and information about this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Dated this 11<sup>th</sup> day of January, 2022

CLINTON J. JOHNSON  
Acting United States Attorney for the Northern  
District of Oklahoma

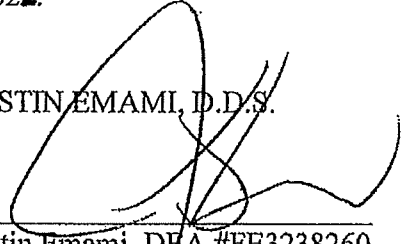
By:

  
MICHAEL D. SCHOEPF  
Special Assistant United States Attorney for the  
Northern District of Oklahoma  
P. O. Box 699  
Bismarck, ND 58502-0699  
(701) 530-2420  
Attorney for the United States

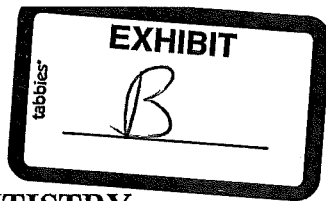
Dated this 10 day of January, 2021.

JUSTIN EMAMI, D.D.S.

By:



Justin Emami, DEA #FE3238260  
Galleria of Smiles  
8014 S 101st E Ave, Suite 100  
Tulsa, OK 74133



IN AND BEFORE THE OKLAHOMA STATE BOARD OF DENTISTRY  
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel., )  
THE OKLAHOMA BOARD OF DENTISTRY, )  
Plaintiff )  
vs. )  
SADIE RENEE HIGHT, R.D.H. license # 2168, )  
Respondent )

Case No: 19-23 and 19-64

**AGREED ORDER OF SUSPENSION**

This cause comes on for hearing before the Oklahoma State Board of Dentistry (the "Board") on the 5th day of October 2019 at the Board hearing located at the Hard Rock Hotel, 777 W. Cherokee St. Catoosa, OK 74105, Tulsa, Oklahoma 74105, pursuant to notice given as required by law and rules of the Board.

Plaintiff, the State of Oklahoma, ex rel. the Oklahoma State Board of Dentistry by and through its Executive Director and attorney, Susan Rogers and the Respondent, SADIE RENEE HIGHT, RDH Oklahoma license # 2168, appears through her legal counsel James Caputo.

SADIE RENEE HIGHT, R.D.H. license # 2168, is licensed to practice dental hygiene in the State of Oklahoma. SADIE RENEE HIGHT'S State Hygiene license was originally issued July 9, 1999. The actions relevant to this Statement of Complaint occurred in and around Tulsa, Oklahoma.

The Board en banc after hearing arguments of counsel, reviewing the exhibits admitted and the sworn testimony of witnesses, and being fully advised in the premises, find that there is clear and convincing evidence to support the following Findings of Fact, Conclusions of Law and Order:

**AGREEMENT AND ACKNOWLEDGEMENT BY RESPONDENT**

1. By voluntarily submitting to jurisdiction and entering into this Order, Respondent pleads nolo contendere (no contest) to the allegations in the Complaint and citation filed herein and acknowledges that a hearing before the Board would result in some sanction under the Oklahoma State Dental Practices Act. For the purposes of this administrative action only, the Respondent enters a nolo contendere (no contest) plea to the allegations in the statement of complaint incorporated herein as exhibit (A). No admission in this document shall be construed or considered as an admission in any pending or future criminal complaint or any other matter other than this administrative licensing action.

Respondent, SADIE RENEE HIGHT, RDH states that she is of sound mind and is not under the influence of, or impaired by, any medication or drug and that she fully recognizes her right to appear before the Board for evidentiary hearing on the allegations made against her. Respondent hereby voluntarily waives her right to a full hearing, submits to the jurisdiction of the Board and agrees to abide by the terms and conditions of this Order. Respondent acknowledges that she has read and understands the terms and conditions stated herein.

Respondent and her attorney and the attorney for the Board stipulate to the following findings of fact; The Board has heard statements of counsel, reviewed the exhibits presented, and being fully apprised in the premises, finds that there is clear and convincing evidence of the following Findings of Fact, Conclusions of Law and Orders:

### **STIPULATIONS AND AGREED FINDINGS OF FACT**

2. SADIE HIGHT, RDH, currently possess Oklahoma Hygiene License #2168 issued July 9, 1999.
3. The Respondent, SADIE HIGHT, RDH, is the subject of complaints 19-23 and 19-64.
4. The Board pursuant to the Oklahoma State Dental Practices Act 59 O.S. § 328.1 et. seq. is a duly authorized State Agency empowered to license and oversee the activities of all persons practicing dentistry or hygiene pursuant to the act in the State of Oklahoma.
5. The Board has jurisdiction over the subject matter herein, and notice has been given in all respects as required by law and the rules of the Board.
6. The Respondent acknowledges that this agreement is freely and voluntarily made, and the Respondent has not been subject to duress or coercion.
7. The Respondent is represented by legal counsel, James Caputo on this matter and is fully aware of the consequences of this agreement.
8. The Respondent submits herself to the jurisdiction of the Board and, waives all rights to a hearing appeal and any other claim in a court having jurisdiction over any part of this matter.
9. For the purposes of this administrative action only, the Respondent enters a nolo contendere (no contest) plea to the allegations in the statement of complaint incorporated herein. No admission in this document shall be construed or considered as an admission in any pending or future criminal complaint or any other matter other than this administrative licensing action.
10. The Respondent admits that the evidence would show that during the time-periods stated in the complaint, she was acting in violation of State Dental Practices Act and State law.
11. Dr. Jones and Dr. Gore were assigned to the investigative panel for this matter.

12. The Respondent has previously appeared before the Board in Case No 10-104 for a violation of a felony drug law regarding forgery of a prescription in a dental office. The Respondent was placed on probation for 2 years.
13. These investigation resulted in the following violations of the State Dental Act in the Statement of Complaint as incorporated herein:

**CT. I - UNPROFESSIONAL CONDUCT**

59 O.S. § 328.33(d)(4), specifically by knowingly changing the dates and redepositing checks received years earlier for work conducted in two dental offices, in violation of the Oklahoma computer crimes act, 21 O.S. § 1953(A)(2) ;

**CT. II – ADDICTION TO PRESCRIPTION DRUGS WHILE PRACTICING**

59 O.S. §328.32(A)(3), through 59 O.S. § 328.33(D)(17);

**CT. III - BEING, BY REASON OF PERSISTENT INEBRIETY OR ADDICTION TO DRUGS, INCOMPETENT TO CONTINUE THE PRACTICE OF DENTAL HYGIENE;** 59 O.S. §328.33(D)(3), specifically through a history and continuing pattern of drug use, including but not limited to fentanyl, hydrocodone and tramadol.

**CT. IV- OBTAINING A CONTROLLED DANGEROUS SUBSTANCE BY A FORGED/ALTERED SCRIPT A FELONY** 63 O.S. § 2-407 through 59 O.S. § 328.33(A)(1), specifically by forging a prescription to herself for hydrocodone (a schedule II narcotic) in the office of Dr. Craig Hines.

**CT V - ILLEGALLY OBTAINING AND POSSESSING A CONTROLLED DANGEROUS SUBSTANCE OBTAINED WHILE ACTING WITHIN HER SCOPE OF PROFESSIONAL PRACTICE A FELONY** 63 O.S. § 2-402 (A)(1) through 59 O.S. § 328.33(A)(1), specifically by knowingly or intentionally possessing a controlled dangerous substance obtained while acting in the court of his or her professional practice, by stealing/embezzeling a 20 ml vial of fentanyl (a schedule II narcotic), serial number 027377 exp. 02/2019 from the dental office of Justin Emani, D.D.S.

**CT. VI – VIOLATING OR ATTEMPTING TO VIOLATE THE PROVISIONS OF THE STATE DENTAL ACT** 59 O.S. § 328.33(D)(15).

**CONCLUSIONS OF LAW**

The Board has jurisdiction over the Respondent the subject matter herein pursuant to the Oklahoma State Dental Act 59 O.S. § 328:1 et. seq and the Board of Dentistry Rules and Regulations, Title 195 et. seq.

Based on the foregoing facts and admissions, the Board finds that Respondent committed violations of

**CT. I - UNPROFESSIONAL CONDUCT**

59 O.S. § 328.33(d)(4), specifically by knowingly changing dates and redepositing checks received years earlier for work conducted in two dental offices, in violation of the Oklahoma computer crimes act, 21 O.S. § 1953(A)(2) ;

CT. II – ADDICTION TO PRESCRIPTION DRUGS WHILE PRACTICING  
59 O.S. §328.32(A)(3), through 59 O.S. § 328.33(D)(17);

CT. III - BEING, BY REASON OF PERSISTENT INEBRIETY OR ADDICTION TO DRUGS, INCOMPETENT TO CONTINUE THE PRACTICE OF DENTAL HYGIENE; 59 O.S. §328.33(D)(3), specifically through a history and continuing pattern of drug use, including but not limited to fentanyl, hydrocodone and tramadol.

CT. IV - OBTAINING A CONTROLLED DANGEROUS SUBSTANCE BY A FORGED/ALTERED SCRIPT A FELONY 63 O.S. § 2-407 through 59 O.S. § 328.33(A)(1), specifically by forging a prescription to herself for hydrocodone (a schedule II narcotic) in the office of Dr. Craig Hines.

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CT. VI– VIOLATING OR ATTEMPTING TO VIOLATE THE PROVISIONS OF THE STATE DENTAL ACT 59 O.S. § 328.33(D)(15).

### **AGREED ORDER**

IT IS THEREFORE ORDERED by the Oklahoma State Board of Dentistry as follows:

1. The license of Respondent, SADIE HIGHT, Oklahoma Dental Hygiene License No. 2168 Defendant shall be SUSPENDED for a period of TWO (2) YEARS to become concluded on June 28, 2021. Respondent may seek reinstatement of her privileges pending completion of the following terms and conditions:
  - a. Respondent will not violate any other State or Federal law after the date of this agreed order;
  - b. No earlier than ninety (90) days before June 28, 2021, Respondent will get a full evaluation by OHPP to determine if she is clean of all illicit substances and safe to practice. Respondent hereby agrees to follow any recommendations of OHPP before returning to the Board to request that her privileges be reinstated.
  - c. Defendant shall pay an administrative fine of \$3,000.00. The first half shall be due with the request for reinstatement of privileges before the Board. The second half will be due no later than 1 year from the date of reinstatement.

- d. The Board may take into consideration, any acts of good will, such as completion of treatment programs, community service or other positive activities to amend this order.

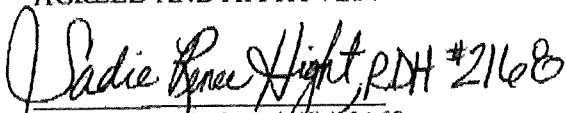


Mike Howl, D.D.S., Board President,  
OKLAHOMA STATE BOARD OF DENTISTRY

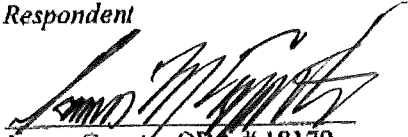
Investigative Panel

Dr. Krista Jones  
Dr. Jim Gore

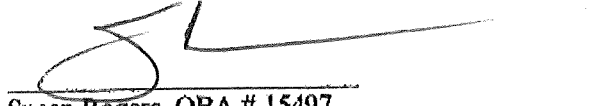
AGREED AND APPROVED:



Sadie Renee Hight, RDH # 2168  
Sadie Renee Hight, RDH # 2168  
*Respondent*



James Caputo, OBA # 18179  
*Attorney for Sadie Hight*



Susan Rogers, OBA # 15497  
Executive Director and General Counsel  
*Attorney for the Oklahoma State Board of Dentistry*

Stephen McCaleb OBA # 15649  
Judicial Counsel, State Board of Dentistry



**IN AND BEFORE THE OKLAHOMA STATE BOARD OF DENTISTRY  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.,</b>	)	
<b>THE OKLAHOMA BOARD OF DENTISTRY,</b>	)	
<b>Plaintiff</b>	)	
	)	
<b>vs.</b>	)	<b>Case No: 22-45</b>
	)	
<b>JUSTIN EMAMI, D.D.S. license #6387,</b>	)	
<b>Respondent</b>	)	

**AGREED ORDER ACCEPTING VOLUNTARY  
SUBMITTAL TO JURISDICTION**

This cause comes on for hearing before the Oklahoma State Board of Dentistry (the "Board") on the 10<sup>th</sup> day of March, 2023, at the State Board of Dentistry meeting, located 2920 N. Lincoln Blvd. Suite B, 73105, Oklahoma City, Oklahoma, pursuant to notice given as required by law and rules of the Board.

Plaintiff, the State of Oklahoma, ex rel. the Oklahoma State Board of Dentistry by and through its Executive Director and attorney, Susan Rogers and the Respondent, **JUSTIN EMAMI, D.D.S. license #6387**, does not appear before the Board.

**JUSTIN EMAMI, D.D.S. license #6387** is licensed to practice dentistry in the State of Oklahoma. The actions relevant to the Statement of Complaint occurred in and around Tulsa County, Oklahoma.

The Board en banc after hearing arguments of counsel, reviewing the exhibits admitted and the sworn testimony of witnesses, and being fully advised in the premises, found that there is clear and convincing evidence to support the following Findings of Fact, Conclusions of Law and Order:

**AGREEMENT AND ACKNOWLEDGEMENT BY RESPONDENT**

By voluntarily submitting to jurisdiction and entering into this Order, Respondent admits to the allegations in the Complaint and citation filed herein and acknowledges that a hearing before the Board would result in some sanction under the Oklahoma State Dental Practices Act.

Respondent, Justin Emami, D.D.S., states that he is of sound mind and is not under the influence of, or impaired by, any medication or drug and that he fully recognizes his right to appear before the Board for evidentiary hearing on the allegations made against him. Respondent hereby voluntarily waives his right to a full hearing, submits to the jurisdiction of the Board and agrees

to abide by the terms and conditions of this Order. Respondent acknowledges that he has read and understands the terms and conditions stated herein.

Respondent and Attorneys for the Board stipulate to the following findings of fact; The Board has heard statements of counsel, reviewed the exhibits presented, and being fully apprised in the premises, finds that there is clear and convincing evidence of the following Findings of Fact, Conclusions of Law and Orders:

### **STIPULATIONS AND AGREED FINDINGS OF FACT**

1. Justin Emami, D.D.S. currently possesses Oklahoma Dentistry License #6387, issued May 18, 2012.
2. Respondent Justin Emami, D.D.S is the subject of a complaint, Case No: 22-45.
3. The Board pursuant to the Oklahoma State Dental Practices Act 59 O.S. § 328.1 et. seq is a duly authorized State Agency empowered to license and oversee the activities of all persons practicing dentistry or hygiene pursuant to the act in the State of Oklahoma.
4. The Board has jurisdiction over the subject matter herein, and notice has been given in all respects as required by law and the rules of the Board.
5. Justin Emami, D.D.S. has never been before this Board on a complaint.
6. The Respondent acknowledges that this agreement is freely and voluntarily made, and the Respondent has not been subject to duress or coercion.
7. The Respondent has been apprised of his right to seek counsel on this matter and is fully aware of the consequences of this agreement.
8. The Respondent submits himself to the jurisdiction of the Board and, waives all rights to a hearing appeal and any other claim in a court having jurisdiction over any part of this matter.
9. The Respondent admits to the allegations in the statement of complaint attached as Exhibit ("C").
10. The Respondent admits that during the time periods stated in the complaint, he was acting in violation of State and Federal law.
11. Dr. Jones and Dr. Rouse were assigned to the investigative panel for this matter.

**The above acts and omissions set forth above constitutes violations of the State Dental Act including violations of State and Federal laws.**

Counts 1.-7. FAILING TO GUARD AGAINST DIVERSION AND ENTERING INTO AN ORDER WITH THE UNITED STATES DRUG ENFORCEMENT AGENCY ON January 11, 2022, (Attached as Exhibit "A"), FOR VIOLATIONS OF FEDERAL CONTROLLED DANGEROUS SUBSTANCES LAWS 59 O.S. §328. 32(A)(38) and 195:30-1-5.; Specifically by: Failure to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a); Failure to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e); Failure to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a); Failure to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c); Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c); Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d). By Dr. Justin Emami's failure to maintain proper requirements for records, inventory and access to drug locker, an employee, Sadie Hight, illegally diverted fentanyl from his office. (see Exhibit's "A" and "B" attached)

Counts 8.-18. FAILURE TO CHECK THE PRESCRIPTION MONITORING PROGRAM BEFORE PRESCRIBING A CONTROLLED DANGEROUS DRUG, 63 O.S. §2-309(D)(2)(A), specifically, for issuing 155 prescriptions to 113 patients for Controlled Dangerous Substances, between 06-23-2021 and 06-23-2022 and conducting one (1) patient check on 07-26-2018 and on 01-06-2022. (Ten counts assessed for WA, BM, DC, EW, AC, BF, KC, VD, BS and EA).

Count 19. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(1),(2),(3) and (4), specifically for failure to properly conduct and/or document results of clinical examination and tests conducted, including the identification, or lack thereof, of any oral pathology or diseases, or records for a full treatment plan; the records for patient (BI) did not include a comprehensive exam, no dentist signature, no documentation of existing work, treatment that is needed, tooth numbers and surfaces, hard and soft tissue exam, pathology and periodontal probing not recorded. Failing to document Laser therapy as to type of laser used, wattage used, and area the laser was used on the patient.

Counts 20. – 24. REPEATED ACTS OF NEGLIGENCE, Specifically, for placing crowns on patient (BI) on teeth #5-#12, with open margins on the crowns on #5, #6, #11 and #12, visually verified by Dentist #3, and showing on the radiographs/x-rays in the file, verified by the Board Panel. The margins are believed to have contributed to two of the crowns falling off within a short period of time after being put on by Dr. Justin Emami. One of the teeth that received a crown also required a root canal after patient had an abscess requiring a visit to a primary care doctor and the emergency room. A few weeks later, a second crown began to "leak" also requiring a root canal.

Counts 25. – 30. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(4) and BEING MATERIALLY DISHONEST WITH A PATIENT, 59 O.S. § 328.32(A)(28), Specifically, for charging patients for Deep Sedation when Dr. Emami is not permitted to provide deep sedation. The office staff advised that per Dr. Emami, light to moderate sedation that was provided to the patients was billed as, “deep sedation” and the charge was the same and advised that they have averaged out what insurance will pay, if they pay, and whether it is moderate or deep, it is all the same. Dr. Emami’s sedation permit only allows for him to provide up to moderate sedation. Falsifying records of the patients by billing under deep sedation codes was admitted by Dr. Emami pursuant to the responses below:

1. (BI) (*He was averaging the cost based on what the insurance pays but there is no difference for the patient.*)
2. (RB) (*“Incorrect coding was used for sedation, but patient was charged less overall”*)
3. (EB) (*“insurance was not billed due to patient not having sedation as a covered benefit under her policy. Also, only one 15-minute increment was billed”*)
4. (DF) (*Insurance rejected paying for sedation due to restrictions for this service according to the patient’s policy so no further action was taken.*)
5. (DS) (*“Fee for sedation was based on deep sedation with is a lower fee than moderate sedation in our system”*)

### **CONCLUSIONS OF LAW**

The Board has jurisdiction over the Respondent the subject matter herein pursuant to the Oklahoma State Dental Act 59 O.S. § 328.1 et. seq and the Board of Dentistry Rules and Regulations, Title 195 et. seq.

Based on the foregoing facts and admissions, the Board finds that Respondent committed violations of

Counts 1.-7. FAILING TO GUARD AGAINST DIVERSION AND ENTERING INTO AN ORDER WITH THE UNITED STATES DRUG ENFORCEMENT AGENCY ON January 11, 2022, (Attached as Exhibit “A”), FOR VIOLATIONS OF FEDERAL CONTROLLED DANGEROUS SUBSTANCES LAWS 59 O.S. §328. 32(A)(38) and 195:30-1-5.; Specifically by: Failure to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a); Failure to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e); Failure to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a); Failure to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c); Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c); Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d). By Dr. Justin Emami’s failure to maintain proper requirements for records, inventory and access to drug locker, an

employee, Sadie Hight, illegally diverted fentanyl from his office. (see Exhibit's "A" and "B" attached)

Counts 8.-18. FAILURE TO CHECK THE PRESCRIPTION MONITORING PROGRAM BEFORE PRESCRIBING A CONTROLLED DANGEROUS DRUG, 63 O.S. §2-309(D)(2)(A), specifically, for issuing 155 prescriptions to 113 patients for Controlled Dangerous Substances, between 06-23-2021 and 06-23-2022 and conducting one (1) patient check on 07-26-2018 and on 01-06-2022. (Ten counts assessed for WA, BM, DC, EW, AC, BF, KC, VD, BS and EA).

Count 19. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(1),(2),(3) and (4), specifically for failure to properly conduct and/or document results of clinical examination and tests conducted, including the identification, or lack thereof, of any oral pathology or diseases, or records for a full treatment plan; The records for patient (BI) did not include a comprehensive exam, no dentist signature, no documentation of existing work, treatment that is needed, tooth numbers and surfaces, hard and soft tissue exam, pathology and periodontal probing not recorded. Failing to document Laser therapy as to type of laser used, wattage used, and area the laser was used on the patient..

Counts 20. – 24. REPEATED ACTS OF NEGLIGENCE, Specifically, for placing crowns on patient (BI) on teeth #5-#12, with open margins on the crowns on #5, #6, #11 and #12, visually verified by dentist #3, and showing on the radiographs/x-rays in the file, verified by the Board Panel. The margins are believed to have contributed to two of the crowns falling off within a short period of time after being put on by Dr. Justin Emami. One of the teeth that received a crown also required a root canal after patient had an abscess requiring a visit to a primary care doctor and the emergency room. A few weeks later, a second crown began to "leak" also requiring a root canal.

Counts 25. – 30. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(4) and BEING MATERIALLY DISHONEST WITH A PATIENT, 59 O.S. § 328.32(A)(28), Specifically, for charging patients for Deep Sedation when Dr. Emami is not permitted to provide deep sedation. The office staff advised that per Dr. Emami, light to moderate sedation that was provided to the patients was billed as, "deep sedation" and the charge was the same and advised that they have averaged out what insurance will pay, if they pay, and whether it is moderate or deep, it is all the same. Dr. Emami's sedation permit only allows for him to provide up to moderate sedation. Falsifying records of the patients by billing under deep sedation codes was admitted by Dr. Emami pursuant to the responses below:

1. (BI) (*He was averaging the cost based on what the insurance pays but there is no difference for the patient.*)
2. (RB) (*"Incorrect coding was used for sedation, but patient was charged less overall"*)
3. (EB) (*"insurance was not billed due to patient not having sedation as a covered benefit under her policy. Also, only one 15-minute increment was billed"*)
4. (DF) (*Insurance rejected paying for sedation due to restrictions for this service according to the patient's policy so no further action was taken.*)
5. (DS) (*"Fee for sedation was based on deep sedation with is a lower fee than moderate sedation in our system"*)

The Board en banc, hereby adopts the agreement of the parties in this Voluntary Submittal to Jurisdiction.


**AGREED ORDER**

IT IS THEREFORE ORDERED by the Oklahoma State Board of Dentistry as follows:

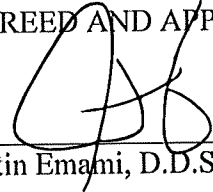
1. The dental license of Respondent, Justin Emami, D.D.S., Oklahoma Dentistry License #6387, is hereby placed on PROBATION for 1 year beginning March 11th, 2023 and ending March 11, 2024, under the following terms and conditions:
2. Pursuant to this agreed order, the Respondent Justin Emami, D.D.S. is fined, \$1,500.00 per count of the thirty counts stated above. The Board has elected to suspend fines for fifteen counts under the following conditions; Respondent shall pay an administrative fine of \$22,500.00, to be paid in increments of not less than \$1875.00 per month during the probation until the fine is satisfied. The fine payment schedule shall begin on April 10, 2023 until the complete amount of \$22,500 is paid in full or no later than March 10, 2024.
3. Within one (1) year of the date of this Voluntary Submittal to Jurisdiction, Respondent shall complete TEN ADDITIONAL (10) HOURS OF CONTINUING EDUCATIONS CLASSES COVERING SUBJECTS OF DRUG DIVERSION, PRESCRIPTION MONITORING PROGRAM TRAINING OR ETHICS to be approved in advance in writing by the Board. The Respondent may elect to substitute a successful passage of the dental jurisprudence state exam in lieu of SIX HOURS. The TEN hours of continuing education pursuant to this order shall be in addition to the regularly required continuing education and shall not count towards continuing education credit as required by 59 O.S. § 328.41.
4. Respondent will conduct his practice in compliance with all other State Laws and Regulations under the Oklahoma Dental Practices Act.
5. Respondent will not violate any other State or Federal law;
6. Respondent will furnish to each and every state in which he holds licensure or applies for licensure and hospitals, clinics or other institutions in which she holds or anticipates holding any form of staff privilege or employment a copy of the Board Order stipulating sanctions imposed by the Oklahoma State Board of Dentistry.
7. Respondent will keep the Oklahoma State Board of Dentistry informed of his current address.
8. Until such time as all indebtedness to the Oklahoma State Board of Dentistry has been satisfied, Respondent shall reaffirm said indebtedness in any and all bankruptcy proceedings.

9. Respondent shall make himself available for one or more personal appearances before the Board or its designee upon request.
10. This Order is required by Federal law to be reported to the National Practitioners Databank.
11. Failure to meet any terms of the Board Order will constitute cause for the Board to initiate additional proceedings to suspend, revoke or modify Respondent's license after due notice and hearing.

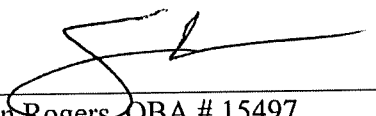
The Board en banc, hereby adopts the agreement of the parties in this Voluntary Submittal to Jurisdiction.


  
\_\_\_\_\_  
Mike Howl, D.D.S., Board President,  
OKLAHOMA STATE BOARD OF DENTISTRY

AGREED AND APPROVED:

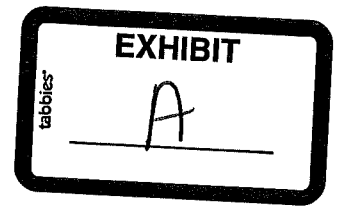
  
\_\_\_\_\_  
Justin Emami, D.D.S.

\_\_\_\_\_  
Jim Secrest, OBA #  
Attorney for Respondent

  
\_\_\_\_\_  
Susan Rogers, OBA # 15497  
Executive Director and General Counsel  
*Attorney for the Oklahoma State Board of Dentistry*

  
\_\_\_\_\_  
Stephen McCaleb OBA # 15649  
Judicial Counsel, State Board of Dentistry





## SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (“Agreement”) is entered into between the United States of America, acting through the United States Department of Justice, Drug Enforcement Administration and United States Attorney’s Office (collectively “United States”), and Justin Emami, D.D.S. (“Emami”), through their authorized representatives. The United States and Emami are hereafter collectively referred to as “the Parties.”

### II. RECITATION OF FACTS

- A. Emami is a licensed dentist who is the owner and manager of Galleria of Smiles, a dental office with locations in Tulsa and Sand Springs, Oklahoma.
- B. Emami is registered with the DEA (FE3238260) to dispense controlled substances. As a DEA registrant, Emami is required to comply with the Controlled Substances Act, 21 U.S.C. §§ 801–971, and related regulations, 21 C.F.R. §§ 1300–1321.
- C. The Drug Enforcement Administration (“DEA”) is a component of the Department of Justice. The DEA is primarily responsible for administering the Controlled Substances Act and investigating suspected violations of the Act.
- D. The Attorney General, through the United States Attorney for the Northern District of Oklahoma, has primary authority to bring civil actions to enforce the Controlled Substances Act in this District.
- E. Beginning on March 15, 2019, the DEA conducted an inspection of Emami’s dental offices and attempted to complete an audit of his records related to controlled substances. The inspection and audit revealed several violations of the Controlled Substances Act, including failures to properly track his inventory of

Schedule II controlled substances, which facilitated a former employee's diversion of fentanyl.

- F. The United States alleges Emami committed the following violations of the Controlled Substances Act between September 15, 2018 and March 15, 2019:
- a. Failure to maintain "a complete and accurate record of each substance . . . received, sold, [or] delivered" in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.21(a), as evidenced by disparities in the inventories for six controlled substances in Emami's possession.
  - b. Failure to accurately document the number of commercial containers received and the date on which they were received on his copy (i.e. copy 3) of DEA Form 222 in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1305.13(e), as evidenced by two incomplete DEA Form 222s in Emami's possession.
  - c. Failure to maintain a copy of DEA Form 222 in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1305.17(a). There was one missing Form 222 that Emami was unable to produce.
  - d. Failure to complete a biennial inventory in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.11(c). There was no record or other evidence of a biennial inventory having been completed during the two years preceding the date of the inspection.
  - e. Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form (i.e. strength) of fentanyl dispensed to each patient in violation 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.22(c). The DEA reviewed 55 dispensing logs from the six-month audit period, none of

which contained the required information. There were many more dispensing logs the DEA did not review, which likely contained additional violations.

- f. Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III–V controlled substances separately from all other records in violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.04(g).
- g. Failure to document the receipt date on invoices for Schedule III–V controlled substances is a violation of 21 U.S.C. § 842(a)(5) and 21 C.F.R. § 1304.21(d).

The foregoing violations are hereinafter referred to as the “Covered Conduct.”

G. The Controlled Substances Act provides that the United States may recover a civil penalty for each violation of the Act arising from the Covered Conduct. 21 U.S.C. §§ 842(a)(5) and 842(c)(1)(B)(i). The maximum penalty for each violation in this case is \$15,691. 28 C.F.R. § 85.5.

H. To avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

### III. TERMS AND CONDITIONS

1. Emami shall pay the United States, as a one-time lump sum, the amount of Thirty Thousand dollars (\$30,000) (“Settlement Amount”) by electronic funds transfer pursuant to written instructions to be provided by the United States. Such Payment shall be made no later than 10 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below, and conditioned upon Emami’s full payment of the Settlement Amount, the United States releases

Emami from any further civil claim the United States has or may have had under the Controlled Substance Act, 21 U.S.C. § 842(c)(1)(B), for the Covered Conduct.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any administrative liability, including, without limitation, the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for failure to deliver goods or services due, including any claims related to the quality of goods and services so delivered;
- g. Any claim for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- h. Any claim against Emami by any person or entity not a Party to this Agreement.

4. Emami waives and shall not assert any defenses Emami may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the payments under this Agreement for purposes of the Internal Revenue laws, Title 26 of the United States Code.

5. Emami fully and finally releases the United States, its agencies, employees, servants and agents from any claims (including attorney fees, costs and expenses of every kind and however denominated) that Emami has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as expressly provided herein.

7. Emami warrants that he has reviewed his financial situation and that he currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Emami, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Emami was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

8. Emami has had the opportunity to consult with legal counsel prior to entering into this Agreement. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. Emami represents this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

10. This Agreement is governed by the laws of the United States. The Parties agree the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the Northern District of Oklahoma.

11. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. Emami represents and warrants that he is authorized to execute this Agreement on his own behalf. The United States' signatory represents that he is signing this Agreement in his official capacity and is authorized to execute this Agreement.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

15. This Agreement is effective on the date of the signature of the last signatory to the Agreement ("Effective Date").

16. This Agreement is binding on Emami's successors, transferees, heirs and assigns.

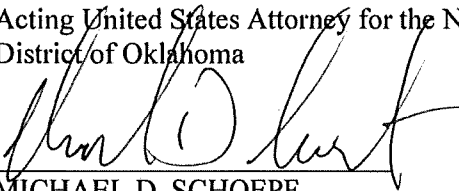
17. The Parties agree to and hereby consent to the United States' disclosure, to any person, of this Agreement and information about this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Dated this 11<sup>th</sup> day of January, 2022

CLINTON J. JOHNSON  
Acting United States Attorney for the Northern  
District of Oklahoma

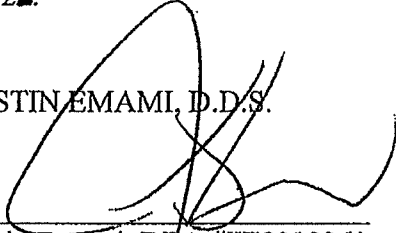
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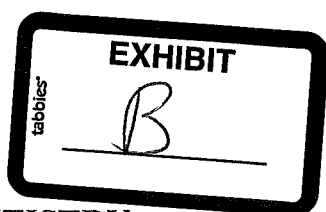
  
MICHAEL D. SCHOEPF  
Special Assistant United States Attorney for the  
Northern District of Oklahoma  
P. O. Box 699  
Bismarck, ND 58502-0699  
(701) 530-2420  
Attorney for the United States

Dated this 10 day of January, 2021.

JUSTIN EMAMI, D.D.S.

By:

  
Justin Emami, DEA #FE3238260  
Galleria of Smiles  
8014 S 101st E Ave, Suite 100  
Tulsa, OK 74133



**IN AND BEFORE THE OKLAHOMA STATE BOARD OF DENTISTRY  
STATE OF OKLAHOMA**

<b>STATE OF OKLAHOMA, ex rel.,</b>	)	
<b>THE OKLAHOMA BOARD OF DENTISTRY,</b>	)	
<b>Plaintiff</b>	)	
	)	
<b>vs.</b>	)	<b>Case No: 19-23 and 19-64</b>
	)	
<b>SADIE RENEE HIGHT, R.D.H. license # 2168,</b>	)	
<b>Respondent</b>	)	

**AGREED ORDER OF SUSPENSION**

This cause comes on for hearing before the Oklahoma State Board of Dentistry (the "Board") on the 5th day of October 2019 at the Board hearing located at the Hard Rock Hotel, 777 W. Cherokee St. Catoosa, OK 74105, Tulsa, Oklahoma 74105, pursuant to notice given as required by law and rules of the Board.

Plaintiff, the State of Oklahoma, ex rel. the Oklahoma State Board of Dentistry by and through its Executive Director and attorney, Susan Rogers and the Respondent, SADIE RENEE HIGHT, RDH Oklahoma license # 2168, appears through her legal counsel James Caputo.

**SADIE RENEE HIGHT, R.D.H. license # 2168**, is licensed to practice dental hygiene in the State of Oklahoma. SADIE RENEE HIGHT'S State Hygiene license was originally issued July 9, 1999. The actions relevant to this Statement of Complaint occurred in and around Tulsa, Oklahoma.

The Board en banc after hearing arguments of counsel, reviewing the exhibits admitted and the sworn testimony of witnesses, and being fully advised in the premises, find that there is clear and convincing evidence to support the following Findings of Fact, Conclusions of Law and Order:

**AGREEMENT AND ACKNOWLEDGEMENT BY RESPONDENT**

1. By voluntarily submitting to jurisdiction and entering into this Order, Respondent pleads nolo contendere (no contest) to the allegations in the Complaint and citation filed herein and acknowledges that a hearing before the Board would result in some sanction under the Oklahoma State Dental Practices Act. For the purposes of this administrative action only, the Respondent enters a nolo contendere (no contest) plea to the allegations in the statement of complaint incorporated herein as exhibit (A). No admission in this document shall be construed or considered as an admission in any pending or future criminal complaint or any other matter other than this administrative licensing action.

Respondent, SADIE RENEE HIGHT, RDH states that she is of sound mind and is not under the influence of, or impaired by, any medication or drug and that she fully recognizes her right to appear before the Board for evidentiary hearing on the allegations made against her. Respondent hereby voluntarily waives her right to a full hearing, submits to the jurisdiction of the Board and agrees to abide by the terms and conditions of this Order. Respondent acknowledges that she has read and understands the terms and conditions stated herein.

Respondent and her attorney and the attorney for the Board stipulate to the following findings of fact; The Board has heard statements of counsel, reviewed the exhibits presented, and being fully apprised in the premises, finds that there is clear and convincing evidence of the following Findings of Fact, Conclusions of Law and Orders:

### **STIPULATIONS AND AGREED FINDINGS OF FACT**

2. SADIE HIGHT, RDH, currently possess Oklahoma Hygiene License #2168 issued July 9, 1999.
3. The Respondent, SADIE HIGHT, RDH, is the subject of complaints 19-23 and 19-64.
4. The Board pursuant to the Oklahoma State Dental Practices Act 59 O.S. § 328.1 et. seq. is a duly authorized State Agency empowered to license and oversee the activities of all persons practicing dentistry or hygiene pursuant to the act in the State of Oklahoma.
5. The Board has jurisdiction over the subject matter herein, and notice has been given in all respects as required by law and the rules of the Board.
6. The Respondent acknowledges that this agreement is freely and voluntarily made, and the Respondent has not been subject to duress or coercion.
7. The Respondent is represented by legal counsel, James Caputo on this matter and is fully aware of the consequences of this agreement.
8. The Respondent submits herself to the jurisdiction of the Board and, waives all rights to a hearing appeal and any other claim in a court having jurisdiction over any part of this matter.
9. For the purposes of this administrative action only, the Respondent enters a nolo contendere (no contest) plea to the allegations in the statement of complaint incorporated herein. No admission in this document shall be construed or considered as an admission in any pending or future criminal complaint or any other matter other than this administrative licensing action.
10. The Respondent admits that the evidence would show that during the time-periods stated in the complaint, she was acting in violation of State Dental Practices Act and State law.
11. Dr. Jones and Dr. Gore were assigned to the investigative panel for this matter.

12. The Respondent has previously appeared before the Board in Case No 10-104 for a violation of a felony drug law regarding forgery of a prescription in a dental office. The Respondent was placed on probation for 2 years.
13. These investigation resulted in the following violations of the State Dental Act in the Statement of Complaint as incorporated herein:

**CT. I - UNPROFESSIONAL CONDUCT**

59 O.S. § 328.33(d)(4), specifically by knowingly changing the dates and redepositing checks received years earlier for work conducted in two dental offices, in violation of the Oklahoma computer crimes act, 21 O.S. § 1953(A)(2);

**CT. II – ADDICTION TO PRESCRIPTION DRUGS WHILE PRACTICING**

59 O.S. § 328.32(A)(3), through 59 O.S. § 328.33(D)(17);

**CT. III - BEING, BY REASON OF PERSISTENT INEBRIETY OR ADDICTION TO DRUGS, INCOMPETENT TO CONTINUE THE PRACTICE OF DENTAL HYGIENE;** 59 O.S. § 328.33(D)(3), specifically through a history and continuing pattern of drug use, including but not limited to fentanyl, hydrocodone and tramadol.

**CT. IV- OBTAINING A CONTROLLED DANGEROUS SUBSTANCE BY A FORGED/ALTERED SCRIPT A FELONY** 63 O.S. § 2-407 through 59 O.S. § 328.33(A)(1), specifically by forging a prescription to herself for hydrocodone (a schedule II narcotic) in the office of Dr. Craig Hines.

**CT V - ILLEGALLY OBTAINING AND POSSESSING A CONTROLLED DANGEROUS SUBSTANCE OBTAINED WHILE ACTING WITHIN HER SCOPE OF PROFESSIONAL PRACTICE A FELONY** 63 O.S. § 2-402 (A)(1) through 59 O.S. § 328.33(A)(1), specifically by knowingly or intentionally possessing a controlled dangerous substance obtained while acting in the court of his or her professional practice, by stealing/embezzeling a 20 ml vial of fentanyl (a schedule II narcotic), serial number 027377 exp. 02/2019 from the dental office of Justin Emani, D.D.S.

**CT. VI – VIOLATING OR ATTEMPTING TO VIOLATE THE PROVISIONS OF THE STATE DENTAL ACT** 59 O.S. § 328.33(D)(15).

**CONCLUSIONS OF LAW**

The Board has jurisdiction over the Respondent the subject matter herein pursuant to the Oklahoma State Dental Act 59 O.S. § 328.1 et. seq and the Board of Dentistry Rules and Regulations, Title 195 et. seq.

Based on the foregoing facts and admissions, the Board finds that Respondent committed violations of

**CT. I - UNPROFESSIONAL CONDUCT**

59 O.S. § 328.33(d)(4), specifically by knowingly changing dates and redepositing checks received years earlier for work conducted in two dental offices, in violation of the Oklahoma computer crimes act, 21 O.S. § 1953(A)(2) ;

CT. II – ADDICTION TO PRESCRIPTION DRUGS WHILE PRACTICING  
59 O.S. §328.32(A)(3), through 59 O.S. § 328.33(D)(17);

CT. III - BEING, BY REASON OF PERSISTENT INEBRIETY OR ADDICTION TO DRUGS, INCOMPETENT TO CONTINUE THE PRACTICE OF DENTAL HYGIENE; 59 O.S. §328.33(D)(3), specifically through a history and continuing pattern of drug use, including but not limited to fentanyl, hydrocodone and tramadol.

CT. IV - OBTAINING A CONTROLLED DANGEROUS SUBSTANCE BY A FORGED/ALTERED SCRIPT A FELONY 63 O.S. § 2-407 through 59 O.S. § 328.33(A)(1), specifically by forging a prescription to herself for hydrocodone (a schedule II narcotic) in the office of Dr. Craig Hines.

CT V - ILLEGALLY OBTAINING AND POSSESSING A CONTROLLED DANGEROUS SUBSTANCE OBTAINED WHILE ACTING WITHIN HER SCOPE OF PROFESSIONAL PRACTICE A FELONY 63 O.S. § 2-402 (A)(1) through 59 O.S. § 328.33(A)(1), specifically by knowingly or intentionally possessing a controlled dangerous substance obtained while acting in the court of his or her professional practice, by stealing/embezzeling a 20 ml vial of fentanyl (a schedule II narcotic), serial number 027377 exp. 02/2019 from the dental office of Justin Emani, D.D.S.

CT. VI– VIOLATING OR ATTEMPTING TO VIOLATE THE PROVISIONS OF THE STATE DENTAL ACT 59 O.S. § 328.33(D)(15).

### **AGREED ORDER**

IT IS THEREFORE ORDERED by the Oklahoma State Board of Dentistry as follows:

1. The license of Respondent, SADIE HIGHT, Oklahoma Dental Hygiene License No. 2168 Defendant shall be SUSPENDED for a period of TWO (2) YEARS to become concluded on June 28, 2021. Respondent may seek reinstatement of her privileges pending completion of the following terms and conditions:
  - a. Respondent will not violate any other State or Federal law after the date of this agreed order;
  - b. No earlier than ninety (90) days before June 28, 2021, Respondent will get a full evaluation by OHPP to determine if she is clean of all illicit substances and safe to practice. Respondent hereby agrees to follow any recommendations of OHPP before returning to the Board to request that her privileges be reinstated.
  - c. Defendant shall pay an administrative fine of \$3,000.00. The first half shall be due with the request for reinstatement of privileges before the Board. The second half will be due no later than 1 year from the date of reinstatement.

- d. The Board may take into consideration, any acts of good will, such as completion of treatment programs, community service or other positive activities to amend this order.

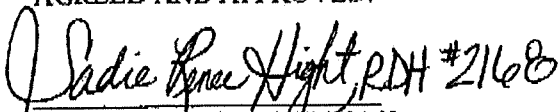


Mike Howl, D.D.S., Board President,  
OKLAHOMA STATE BOARD OF DENTISTRY

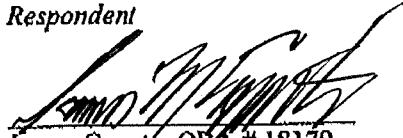
Investigative Panel

Dr. Krista Jones  
Dr. Jim Gore


AGREED AND APPROVED:



Sadie Renee Hight, RDH # 2168  
Respondent



James Caputo, OBA # 18179  
Attorney for Sadie Hight

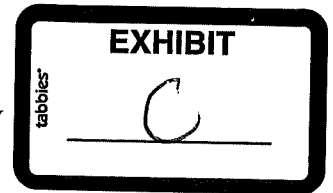


Susan Rogers, OBA # 15497  
Executive Director and General Counsel  
Attorney for the Oklahoma State Board of Dentistry

Stephen McCaleb OBA # 15649  
Judicial Counsel, State Board of Dentistry



IN AND BEFORE THE OKLAHOMA STATE BOARD OF DENTISTRY  
STATE OF OKLAHOMA



STATE OF OKLAHOMA, ex rel., )  
THE OKLAHOMA BOARD OF DENTISTRY, )  
Plaintiff )  
vs. )  
JUSTIN EMAMI, D.D.S. license # 6387, )  
Respondent )

Case No: 22-45

STATEMENT OF COMPLAINT

**YOU ARE HEREBY NOTIFIED on the following charges made against you.**

GENERAL BACKGROUND

1. The Board has jurisdiction over the Defendant the subject matter herein pursuant to the Oklahoma State Dental Act 59 O.S. § 328.1 et. seq and the Board of Dentistry Rules and Regulations, Title 195 et. seq.
2. **JUSTIN EMAMI, D.D.S. license #6387** is licensed to practice dentistry in the State of Oklahoma. **DR. EMAMI'S** State Dental license was originally issued May 18, 2012 and, is currently in full force and effect. The actions relevant to this Statement of Complaint occurred in and around Oklahoma County, Oklahoma City, Oklahoma.
3. The acts and omissions, which constitute the allegations contained in this Statement of Complaint, occurred from approximately January 1, 2019, through June 1, 2022, but at all times relevant to the State Dental Act and Oklahoma State laws. The requirements of the State Dental Act and the Rules and Regulations of the Board to regulate the conduct herein were in effect for all times appropriate to the actions described in this Statement of Complaint.

SPECIFIC ALLEGATIONS

Each of the paragraphs, as stated above, are incorporated and adopted by reference herein for each specific allegation.

1. On or about March 9, 2019, DEA investigators notified the Board of a report by an informant that Sadie Hight was stealing fentanyl while working for Dr. Justin Emami and requested assistance. DEA had evidence of empty vials that were in the possession of Sadie Hight with registration numbers that traced back to the office of Justin Emami.
2. Between March 15, 2019, and August 5, 2019, DEA Diversion agents and Board investigators conducted audits and interviews resulting in the following federal violations of DEA regulations:
  - a. Dr. Justin Emami failed to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a);
  - b. Dr. Justin Emami failed to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e).
  - c. Dr. Justin Emami failed to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a).
  - d. Dr. Justin Emami failed to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c).
  - e. Dr. Justin Emami failed to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c).
  - f. Dr. Justin Emami failed to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d).
3. Dr. Justin Emami entered into an agreement with the United States Department of Justice on January 11, 2022 for the above violations. <sup>i</sup> (see Exhibit “A”).
4. On October 19, 2019, the Board accepted an Agreed Order of Suspension, (See Exhibit “B”), wherein Sadie Hight admitted to illegally obtaining a 20 ml vial, serial number 027377 exp. 02/2019 of fentanyl (A SCHEDULE II NARCOTIC) from the dental office of Dr. Justin Emami. By Dr. Justin Emami’s failure to maintain proper inventory and records, employee Sadie Hight illegally diverted fentanyl from his office.
5. A second complaint was received on or about June 1, 2022, regarding poor dental care falling below the standard of care on patient (BI).
6. Patient (BI) saw Dr. Justin Emami. Patient went to have their front 3 top teeth “fixed”. Dr. Emami told her it would be better aesthetically to correct the top 8 teeth with crowns, #5-12 and the patient accepted the treatment. In November, the patient had a tooth bothering her and advised that she could feel the seam of her crown on her tooth. She went back to Dr. Emami and he looked at it, told her it was fine and sent her home. A few days later, she woke up with her face swollen, her primary care physician sent her to the emergency room.

At the emergency room she was diagnosed with cellulitis and an abscessed tooth. A few days later, she returned to Dr. Emami who was going to perform the root canal/crown and the patient told him, the tooth he was going to do the root canal on was not the one that was hurting. The patient advised that she felt like everything she brought to his attention was just dismissed.

7. Patient then sought a second opinion from an endodontist that looked at the tooth that Dr. Emami was going to perform the root canal on and advised the patient that the molar was fine, but the tooth she had been pointing to (the canine) did need a root canal, tooth #11, that was performed. Endodontist (Dentist #2) sent patient to a general dentist for additional concerns. Upon patient seeking treatment from Dentist #3, bitewing images showed open margins on #5, #6, #11 and #12. Dentist #3 has been correcting improperly placed crowns after the patient's crowns placed by Dr. Emami had come loose/off several times. The patient had additional complaints including the hardship that this has caused her since the repair costs are having to be paid by her since Dr. Emami billed and was paid by the insurance company.
8. Dr. Emami's office called the patient, to schedule a hygiene appointment and the patient advised of the issues she has had and how very upset she has been due to poor treatment and she would not be returning to his office. Patient was told by staff that she would receive a call back. Patient did not receive a call back and initiated this complaint.
9. Dr. Howl assigned, Dr. Krista Jones and Dr. Brant Rouse to the review panel. Upon request of the panel, a specialist, Dr. Rob Bryan was assigned from the anesthesia committee to review the anesthesia records in this case and assist the panel.
10. Investigator Lowe, checked the Oklahoma prescription monitoring program (PMP) and found that from 06-23-2021 through 06-23-2022, Dr. Emami issued 155 prescriptions to 113 patients and only checked the PMP on two occasions. Dr. Emami advised that he believed he was only required to check the PMP on individuals that were suspicious/seeking drugs and he believed his e-prescribing program did that for him.
11. The review panel looked at the patient records submitted by all three dental providers. Dr. Emami had multiple failures in his documentation including lack of all documentation of a comprehensive plan, perio charting, perio diagnosis, tooth charting and diagnosis and a treatment plan. Dr. Emami had charges listed in the patient record for two orthotic appliances, but no diagnosis as to the need for the appliance or the differences in the two separate appliances listed in the patient records. The x-rays/radiographs were incomplete and three were taken the day of treatment prior to putting on crowns.
12. A review of the bitewing x-rays of patient (B.I.) by the panel showed clearly that there were open margins on crowns #5, #6, #11 and #12. An open margin will cause the crown to come off and/or fail within a few short years and allows for additional decay and other structural issues to occur with the tooth. The panel advises that this is below the standard of care, negligent and a likely cause of the crowns patient (BI) had come off in her complaint. Patient needed additional treatment by Dentist #3 in addition to having new crowns that were properly seated.
13. A review of the anesthesia records and associated billing records showed that Dr. Emami billed for Deep Sedation on patient (BI). Dr. Emami is not permitted to provide deep

sedation/general anesthesia. After this finding the Board panel requested an additional 5 patient case files. Four of the five also had billing for deep sedation. The medical records were reviewed by the Anesthesia Panel member. Dr. Emami advised Investigator Lowe that he did not provide deep sedation to the patients, however he billed the deep sedation codes for various reasons including, a mistake, the deep sedation code was actually cheaper for the patient than the moderate, even though he billed for the deep sedation, he discounted a patients record in other places, he was ‘averaging’ the costs based on what the insurance would pay when it paid for sedation, he billed for deep sedation but when the insurance did not pay for sedation he did nothing else.

**The above acts and omissions set forth above constitute violations of the State Dental Act.**

Counts 1.-7. FAILING TO GUARD AGAINST DIVERSION AND ENTERING INTO AN ORDER WITH THE UNITED STATES DRUG ENFORCEMENT AGENCY ON January 11, 2022, (Attached as Exhibit “A”), FOR VIOLATIONS OF FEDERAL CONTROLLED DANGEROUS SUBSTANCES LAWS 59 O.S. §328. 32(A)(38) and 195:30-1-5.; Specifically by: Failure to maintain complete and accurate records for each controlled substance received, sold, and delivered as required by and 21 U.S.C. §842(a)(5) and 21 CFR 1304.21(a); Failure to document the number of commercial containers furnished on each item and the date on which the containers were received in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1305.13(e); Failure to properly preserve DEA Forms – 222 which is a violation of 21 U.S.C. §842(a)(5) and 21 CFR 1305.17(a); Failure to complete a biennial inventory in violation of 21 U.S.C. §842(a)(5) and as required by 21 CFR 1304.11(c); Failure to maintain accurate dispensing logs, including the volume or number of units and the finished form of fentanyl dispensed to each patient in violation of 21 U.S.C. §842(a)(5) and 21 C.F.R. §1304.22(c); Failure to maintain an inventory of Schedule II controlled substances separately from all other records and failure to maintain an inventory of Schedule III-V controlled substances separately from all other records in violation of 21 U.S. C. §842(a)(5) and as required by 21 CFR 1304.21(d). By Dr. Justin Emami’s failure to maintain proper requirements for records, inventory and access to drug locker, an employee, Sadie Hight, illegally diverted fentanyl from his office. (see Exhibit’s “A” and “B” attached)

Counts 8.-18. FAILURE TO CHECK THE PRESCRIPTION MONITORING PROGRAM BEFORE PRESCRIBING A CONTROLLED DANGEROUS DRUG, 63 O.S. §2-309(D)(2)(A), specifically, for issuing 155 prescriptions to 113 patients for Controlled Dangerous Substances, between 06-23-2021 and 06-23-2022 and conducting one (1) patient check on 07-26-2018 and on 01-06-2022. (Ten counts assessed for WA, BM, DC, EW, AC, BF, KC, VD, BS and EA).

Count 19. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(1),(2),(3) and (4), specifically for failure to properly conduct and/or document results of clinical examination and tests conducted, including the identification, or lack thereof, of any oral pathology or diseases, or records for a full treatment plan; the records for patient (BI) did not include a comprehensive exam, no dentist signature, no documentation of existing work, treatment that is needed, tooth numbers and surfaces, hard and soft tissue exam, pathology and periodontal probing not recorded. Failing to document Laser therapy as to type of laser used, wattage used, and area the laser was used on the patient.

Counts 20. – 24. REPEATED ACTS OF NEGLIGENCE, Specifically, for placing crowns on patient (BI) on teeth #5-#12, with open margins on the crowns on #5, #6, #11 and #12, visually verified by Dentist #3, and showing on the radiographs/x-rays in the file, verified by the Board Panel. The margins are believed to have contributed to two of the crowns falling off within a short period of time after being put on by Dr. Justin Emami. One of the teeth that received a crown also required a root canal after patient had an abscess requiring a visit to a primary care doctor and the emergency room. A few weeks later, a second crown began to “leak” also requiring a root canal.

Counts 25. – 30. FAILURE TO MAINTAIN PATIENT RECORDS, 59 O.S. § 328.31(B)(4) and BEING MATERIALLY DISHONEST WITH A PATIENT, 59 O.S. § 328.32(A)(28), Specifically, for charging patients for Deep Sedation when Dr. Emami is not permitted to provide deep sedation. The office staff advised that per Dr. Emami, light to moderate sedation that was provided to the patients was billed as, “deep sedation” and the charge was the same and advised that they have averaged out what insurance will pay, if they pay, and whether it is moderate or deep, it is all the same. Dr. Emami’s sedation permit only allows for him to provide up to moderate sedation. Falsifying records of the patients by billing under deep sedation codes was admitted by Dr. Emami pursuant to the responses below:

1. (BI) (*He was averaging the cost based on what the insurance pays but there is no difference for the patient.*)
2. (RB) (*“Incorrect coding was used for sedation, but patient was charged less overall”*)
3. (EB) (*“insurance was not billed due to patient not having sedation as a covered benefit under her policy. Also, only one 15-minute increment was billed”*)
4. (DF) (*Insurance rejected paying for sedation due to restrictions for this service according to the patient’s policy so no further action was taken.*)
5. (DS) (*“Fee for sedation was based on deep sedation with is a lower fee than moderate sedation in our system”*)

### **POTENTIAL SANCTION(S)**

The Board is authorized, after notice or opportunity for a hearing pursuant to Article II of the Administrative Procedures Act, to issue an order to impose sanction(s) whenever the Board finds, by clear and convincing evidence, that a licensee has violated the State Laws or Rules in regards to their license. The minimum to maximum sanction in this matter ranges from no action to revocation of license and an administrative fine of up to \$1500 per violation. We request for this matter to be set for hearing on the next Board Agenda.

### **ATTORNEY’S FEES**

The Board is authorized, after notice or opportunity for a hearing pursuant to Article II of the Administrative Procedures Act, to request the costs of prosecution and attorney’s fees be recovered from the Respondent. The Board is requesting costs and attorney’s fees.

Respectfully Submitted,

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Susan Rogers, Esq.  
Executive Director

Date \_\_\_\_\_

Investigators

Steve Lowe, Board Investigator  
George Haralson, Board Investigator.  
DEA Chief Diversion Investigator Kim Daniels  
DEA Diversion Investigator Jamie Cole

Investigative Panel Members

Dr. Brant Rouse  
Dr. Krista Jones  
Dr. Rob Bryan (anesthesia committee consultant)

District Member Abstention

Dr. Mike Howl

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<sup>i</sup> The delay in this case was due to the COVID state and federal shutdown and the Supreme Court decision in McGirt causing an outside Special Assistant United States Attorney to take the DEA civil case.

This case will be set on the March 10, 2023 Board Agenda for Adoption of the Statement of Complaint.