

BEFORE THE OHIO VETERINARY
MEDICAL LICENSING BOARD

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OHIO VETERINARY MEDICAL :
LICENSING BOARD, :

MAY 15 2013

Appellant :

Case No. 12-13-143

OHIO VETERINARY MEDICAL
LICENSING BOARD

v. :

TERRENCE OCHTERSKI, D.V.M., :

Appellee :

SETTLEMENT AGREEMENT

1. This agreement is made between Terrence Ochterski, D.V.M., and the Ohio Veterinary Medical Licensing Board.

2. The above parties hereby stipulate to the jurisdiction of the Ohio Veterinary Medical Licensing Board over this matter.

3. This agreement is made as a compromise between the parties for the complete and final settlement of their claims, differences, and causes of action arising out of, connected with or in any manner related to all matters referred to in the Notice of Opportunity for Hearing letter, dated March, 2013.

4. Without admitting or denying the allegations contained in Case No. 12-13-143, but in the interest of compromise, Dr. Ochterski agrees to settle this matter, and that the settlement

agreement binds the parties hereto, their assigns and successors in interest. This is a disciplinary action that will be a part of Dr. Ochterski's permanent Board record and is available to the public.

5. As a result of an investigation conducted by the Board, Dr. Ochterski was notified by a Notice of Opportunity for Hearing letter, dated March, 2013, that the Board intended to determine whether or not to reprimand, revoke or suspend his license to practice veterinary medicine in Ohio based upon the allegations that he had violated R.C. 4741.22(O); and, O.A.C. 4741-1-14.

6. Based upon the foregoing, as a full and complete settlement of this matter and in the mutual best interests of the parties, Dr. Ochterski and the Board hereby agree to the following settlement of Case No. 12-13-143:

- a. Dr. Ochterski waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code and specifically withdraws his request for a hearing in this matter.
- b. Dr. Ochterski shall pay a fine of \$3000.00 within thirty (30) days of the effective date of the Settlement Agreement by money order or certified check made payable to the Treasurer, State of Ohio.
- c. Dr. Ochterski shall pay the costs of investigation of \$1396.00 within thirty (30) days of the effective date of the Settlement Agreement by money order or certified check made payable to the Treasurer, State of Ohio.

7. It is hereby understood that this agreement and the facts stipulated herein shall not be binding on any of the parties unless it has been signed and executed by the parties below. If

the parties are unable to reach an agreement on the terms herein, this document shall become null and void and without any force or effect.

8. Dr. Ochterski waives any and all claims or causes of actions he may have against the State of Ohio, the Ohio Veterinary Medical Licensing Board and its members, officers, employees and/or agents of either, arising out of the matters which are the subject of this settlement agreement.

9. If the Board determines that Dr. Ochterski has violated any term(s) in Subsection 6 above, the Board by certified mail will give Dr. Ochterski notice of the violation of this Agreement. If, thirty days from receipt of the certified letter, Dr. Ochterski does not comply with the term(s) violated, the Board may suspend or revoke Dr. Ochterski's veterinary medical license for a period determined by the Board. Dr. Ochterski hereby knowingly and voluntarily waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code as to any suspension or revocation invoked by the Board for a violation of the term(s) of which he was notified.

10. This document shall be considered a public record in accordance with Revised Code Section 149.43 and shall be released by the Board only if requested and only if required by law.


Terrence Ochterski, D.V.M.


Gurda Dass, D.V.M.
President
Ohio Veterinary Medical Board

Date: 4/29/2013

Date: 6/12/13