

Nevada State Board of Dental Examiners



6010 S. Rainbow Blvd., Bldg. A, Ste.1 • Las Vegas, NV 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

Stipulation Order, Judgment and Permanent Injunction

BULLETIN

Patients and licensed dentists, on September 18, 2014 in District Court, Clark County Nevada Case No: A-14-704250-C a Stipulation Order, Judgment and Permanent Injunction was issued against the following individuals and entities (see attached documents):

James C Lajevic; Lori I Werder, Correct Choice, LLC; Nadic Network North American Dental Implants & Cosmetics, LLC and DOES I-V and ROE Corporations I-V.

Please contact the Board office at (702) 486-7044 should you have questions.

Thank you.

The Nevada State Board of Dental Examiners

1 **Code:**
2 John A. Hunt, Esq. (NSBN 1888)
3 Bert Wuester Jr., Esq. (NSBN 5556)
4 **MORRIS POLICH & PURDY, LLP**
5 500 South Rancho Drive, Suite 17
6 Las Vegas, Nevada 89106
7 ph. (702) 862-8300; fax (702) 862-8400
8 email: jhunt@mpplaw.com
9 email: bwuester@mpplaw.com
10 Attorneys for Plaintiff

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

NEVADA STATE BOARD OF DENTAL
EXAMINERS,

Plaintiff,

vs.

JAMES C. LAJEVIC; LORI L. WERDER;
CORRECT CHOICE, LLC; NADIC
NETWORK NORTH AMERICAN DENTAL
IMPLANTS & COSMETICS, LLC; and DOES
I-V and ROE CORPORATIONS I-V,

Defendants.

Case No. **A-14-704250-C**
Dept. No. **1**

**STIPULATION, ORDER,
JUDGMENT, AND PERMANENT
INJUNCTION**

WHEREAS, Plaintiff, Nevada State Board of Dental Examiners (the "Board" or "Plaintiff"), and Defendants, James C. Lajevic ("Lajevic"), Lori L. Werder ("Werder"), Correct Choice, LLC ("Correct Choice LLC"), and Nadic Network North American Dental Implants & Cosmetics, LLC ("Nadic LLC") (sometimes collectively "Defendants"), by and through their respective below signed attorneys, hereby **STIPULATE, ACKNOWLEDGE, AND AGREE** as follows:

1. The Board filed with the Eighth Judicial District Court, Clark County, Nevada, its *Verified Complaint* ("Complaint") against Defendants on July 23, 2014, and on July 24, 2014, filed *Plaintiff's Ex Parte Application for Temporary Restraining Order & Preliminary Injunction*

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input checked="" type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

1 (“Application”).. On July 29, 2014, an Order was filed which, in pertinent part, set a July 31,
2 2014, hearing relative to the Board’s Application for TRO. On July 31, 2014, a TRO was filed.
3 The TRO set a hearing on the Board’s request/application for Preliminary Injunction for August
4 14, 2014, at 8:30 a.m. Id., at 10:22-26, ¶ 8.

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6 2. On August 1, 2014, Lajevic was personally served with a copy of the Summons,
7 Complaint, Application, and TRO. See Affidavit of Service filed August 7, 2014.

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9 3. On August 7, 2014, Maria Nutile, Esq. of Nutile Pitz & Associates accepted service on
10 behalf of Werder, Correct Choice LLC, and Nadic LLC, relative to a copy of the Summons,
11 Complaint, Application, and TRO, for each of the same. See Acceptance of Service filed August
12 7, 2014.

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14 4. At all times relevant herein, Lajevic was: A) a resident of the County of Clark, State of
15 Nevada; B) is an individual over the age of majority; C) not in the service of the United States
16 military; and D) not an incompetent.

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19 5. At all times relevant herein, Werder was: A) a resident of the County of Clark, State of
20 Nevada; B) is an individual over the age of majority; C) not in the service of the United States
21 military; and D) not an incompetent.

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24 6. At all times relevant herein, Correct Choice LLC: A) was a Nevada limited liability
25 company; B) has Werder listed as its manager with the Nevada Secretary of State; C) possesses
26 business license no. 2001931.543 with Clark County, Nevada, for the business listed as “Correct
27 Choice, Suite 108, 4245 S. Grand Canyon Dr., Las Vegas, NV 89147”, and has listed “business
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1 support service” for the “license category.”

2
3 7. At all times relevant herein, Nadic LLC: A) was a Nevada limited liability company; B)
4 has Werder listed as its managing member with the Nevada Secretary of State; C) possesses.
5 business license no. 2000282.290 with Clark County, Nevada, for the business listed as “Nadic
6 Network North American Dental Implants & Cosmetics, LLC, Suite 5, 9575 W. Tropicana Ave,
7 Las Vegas, NV 89148”, and has listed “dental office” for the “license category”; possesses or
8 possessed (inactive) license number 2010300700 with the City of Henderson for the dental office
9 at 8460 S. Eastern, Avenue.
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13 8. The Board has not issued a dental license or a dental hygiene license to either Werder or
14 Lajevic.
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17 9. At all times relevant herein, neither Werder nor Lajevic were legally qualified physicians
18 or surgeons. See NRS 631.390(1).
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20 10. At all times relevant herein, neither Werder nor Lajevic were dentists of the United States
21 Army, Navy, Air Force, Public Health Service, Coast Guard or Department of Veterans Affairs.
22 See NRS 631.390(2)
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25 11. Exercise of jurisdiction by the above-captioned court over Defendants in this civil action
26 is appropriate pursuant to NRS 14.065.
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1 12. The Board, pursuant to NRS 631.190, is authorized to carry out the provisions of chapter
2 631 of the Nevada Revised Statutes.

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4
5 13. NRS 631.400(5), provides “[w]henever a person has engaged or is about to engage in any
6 acts or practice which constitute or will constitute an offense against this chapter, the district
7 court of any county, on application of the board, may issue an injunction or other appropriate
8 order restraining the conduct. Proceedings under this subsection are governed by Rule 65 of the
9 Nevada Rules of Civil Procedure, except that no bond or undertaking is required in any action
10 commenced by the board.”

11
12 14. That the above-captioned Court is a district court of a county of the State of Nevada and
13 is therefore, pursuant to NRS 631.400(5), specifically authorized, upon application of the Board,
14 to issue an injunction or other appropriate order restraining the conduct which constitutes or will
15 constitute an offense against chapter 631 of the Nevada Revised Statutes and/or chapter 631 of
16 the Nevada Administrative Code.

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20 15. Lajevic, Werder, and Werder on behalf of Correct Choice LLC and Nadic LLC, hereby
21 acknowledge and admit they are aware of and understand all of the provisions of NRS
22 631.215(1).

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24 16. Lajevic, Werder, and Werder on behalf of Correct Choice LLC and Nadic LLC, hereby
25 acknowledge and admit they are aware of and understand all of the provisions of NAC 631.210
26 and NAC 631.220.

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17. Lajevic, Werder, and Werder on behalf of Correct Choice LLC and Nadic LLC, hereby acknowledge and admit they are aware of and understand all of the provisions of NAC 631.275 (Activities which constitute exercise of authority or control over clinical practice).

18. Lajevic and Werder, while admitting no wrongdoing, do admit, acknowledge, and recognize this *Stipulation, Order, Judgment, and Permanent Injunction* (“Stipulation and Order”) shall, inter alia, serve as a permanent injunction prohibiting them, whether individually or collectively, from practicing dentistry (as more fully referenced and defined above) and/or dental hygiene (as more fully referenced and defined above) in the state of Nevada without first obtaining proper licensure to practice dentistry and/or dental hygiene in the state of Nevada.

19. Lajevic, Werder, Correct Choice LLC, and Nadic LLC admit, acknowledge, and recognize this Stipulation and Order shall also, inter alia, serve as a permanent injunction prohibiting them, whether individually or collectively, from:

A. Having any written, telephonic, and/or face-to-face contact with any dental patients regarding any of the procedures identified in NRS 631.215(1) and/or dental hygiene patients regarding any of the procedures identified in NAC 631.210 and NAC 631.220.

B. Undertaking any of the matters or activities which constitute exercise of authority, or control over the clinical practices of dentistry, as referenced at NAC 631.275 (Activities which constitute exercise of authority or control over clinical practice).

C. Providing goods or services for the support of the business of a dental practice, office or clinic owned or operated by a licensed dentist or any entity, except as referenced in Paragraph 24.

D. Having any involvement, financial or otherwise, of any type with a dental practice, except as referenced in Paragraph 24.

E. Having any ownership of a dental practice.

F. Possessing any interest in any business entity or receiving any income of any type

1 from any business entity providing goods or services for the support of the business of a dental
2 practice, office or clinic owned or operated by a licensed dentist or any entity, except as
3 referenced in Paragraph 24.
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5 **20.** Lajevic, Werder, Correct Choice LLC, and Nadic LLC admit, acknowledge, and
6 recognize this Stipulation and Order shall also, inter alia, serve as a permanent injunction
7 prohibiting them, whether individually or collectively, from conducting business and/or being
8 involved with the day-to-day running of any dental practice/office, including but not necessarily
9 limited to, Nadic LLC and/or dental offices at 9575 West Tropicana and/or 8460 S. Eastern in
10 Clark County, Nevada, as well as the late Dr. Ismail's dentistry offices, Correct Choice Dental,
11 4245 Grand Canyon Parkway, Suite 108, Las Vegas 89147 ("Correct Choice Dental"). This
12 includes but is not limited to, providing such goods or services in exchange for payments based
13 on a percentage or share of revenues or profits of the dental practice, office or clinic and/or
14 exercising any authority or control over the clinical practice of dentistry.
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16 **21.** Lajevic, Werder, Correct Choice LLC, and Nadic LLC admit, acknowledge, and
17 recognize this Stipulation and Order shall also, inter alia, serve as a permanent injunction
18 prohibiting them, pursuant to NRS 631.388, from registering with the Board to provide
19 management services as set forth in NRS 631.3455, NRS 631.3456 to any dental practice in the
20 State of Nevada.
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22 **22.** Lajevic, Werder, Correct Choice LLC, and Nadic LLC admit, acknowledge, and
23 recognize this Stipulation and Order shall also, inter alia, serve as a permanent injunction
24 prohibiting them from registering a business license with the Nevada Secretary of State pursuant
25 to NRS 631.215(2). The parties admit, acknowledge, and recognize this provision does not
26 prevent Defendants from otherwise possessing a business license which is not subject to NRS
27 631.215's provisions, and is otherwise authorized by NRS 631.3455.
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1 23. Lajevic, Werder, Correct Choice LLC, and Nadic LLC admit, acknowledge, and
2 recognize that pursuant this Stipulation and Order they agree any business license registered/filed
3 with the Nevada Secretary of State, that requires the filing of registration form with the Board
4 pursuant to NRS 631.388, shall be surrendered, revoked, and/or terminated within ten (10)
5 business days of the filing of this Stipulation and Order with the Court.
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7 24. Nothing in this stipulation shall prevent defendants from engaging in any and all legal
8 services, except as specifically set forth herein. Such legal services include, but are not limited
9 to, leasing space and equipment to a licensed dentist. Nor shall defendants be prohibited from
10 operating an advertising and marketing service for dentists. Such business shall operate in the
11 following manner. Said business shall be able to provide advertising for dentists who purchase
12 their service for a flat fee. No commission or fee splitting shall be permitted. Members of the
13 public who contact defendants business shall be provided only the name and contact information
14 of participating dentists in their locale. No diagnostic discussion concerning a potential dental
15 patient's problems or needs shall occur, beyond the provision of one or more licensed dentists'
16 names and contact information. Patients shall not provide any remuneration to the business.
17

18 25. Defendants, jointly and severally, hereby agree, acknowledge to pay the Board the sum of
19 Seven Thousand Dollars (\$7,000.00) as and for fees and costs incurred by the Board in regards to
20 this matter. See NRS 622.410. Defendants acknowledge, recognize, and admit the \$7,000.00
21 amount may be reduced to judgment in the event the Defendants fail to make to payments set
22 forth below.

23 In the event of Defendants, joint and severally, failure to provide timely payment of the
24 fees and costs to the Board as required herein, the Board may have any remaining amount owed
25 on the \$7,000.00 reduced to judgment.

26 Defendants, joint and severally, shall pay the above-referenced \$7,000.00 pursuant to a
27 down payment of \$1,000.00 due upon execution of this Stipulation with the remaining amount of
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1 \$6,000.00 being paid via payments twenty-four equal (24) monthly payments in the amount of
2 Two Hundred & Fifty (\$250.00) Dollars with the first monthly payment of \$250.00 is due on the
3 fifteenth (15th) day of each month preceding the entry of the Stipulated Permanent Injunction
4 with the Court until paid in full. All payments shall be made payable to the Nevada State Board
5 of Dental Examiners and delivered to the Board at its Las Vegas, Nevada, offices (i.e., 6010 S.
6 Rainbow Blvd., Ste. A-1, Las Vegas, NV 89118).

7 Defendants may prepay any of the \$7,000.00 fees and costs amount. Upon payment in
8 full of the \$7,000.00 fees and costs amount, the Board upon request of the Defendants shall
9 prepare, execute and file a Satisfaction of Judgment with the above-captioned Court.

10 In addition to any other remedy (including, but not necessarily limited to, seeking an
11 order of contempt and appropriate penalty/fees), if Defendants, joint and severally, fail to timely
12 make any of the payments referenced above, the Board, without any prior notice may, at its
13 option, seek further order(s) of this Court or may begin execution upon said judgment as allowed
14 by law with the appropriate credit being given for any payment, if any, already made by
15 Defendants. In addition, if Defendants fail to timely make any of the payments referenced above,
16 any remaining amount shall be and is hereby subject to statutorily imposed interest accruing at
17 the rate provided for in NRS 17.130 and/or NRS 99.040 from the day after Defendants, joint and
18 severally, fail to make a payment by a due date, and interest shall continue until paid in full.

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20 **26.** Defendants admit, acknowledge, and recognize they have read (or have had read to them)
21 all of the provisions contained herein, understand the same, and agree with each of them in their
22 entirety.

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24 **27.** Defendants admit, acknowledge, and recognize they have been made aware of and have
25 been advised by an attorney of their choosing that by entering into this Stipulation and Order
26 they are each waiving certain valuable due process rights. Defendants further admit,
27 acknowledge, and recognize they have had ample opportunity to discuss and review this matter
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1 with the attorney of their choosing.
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3 **28.** Defendants admit, acknowledge, and recognize they have entered into this Stipulation
4 and Order voluntarily, without coercion or duress, and in the exercise of their own individual
5 free will. Defendants also admit, acknowledge, and recognize they fully understand the facts and
6 have and are fully informed of all legal rights and liabilities relative to this matter and this
7 Stipulation and Order; that after such knowledge, Defendants believe this Stipulation and Order
8 to be fair, just and reasonable, and that they sign the same freely and voluntarily.
9

10 **29.** Defendants admit, acknowledge, and recognize they each hereby waive any and all rights
11 to seek judicial review or otherwise challenge or contest the validity of the provisions contained
12 in this Stipulation and Order.
13

14 **30.** The parties agree that neither party shall be deemed to be drafter of this Stipulation and
15 Order and, in the event it is ever construed by a court of law or equity, such court shall not
16 construe it or any provision hereof against either party as the drafter of the same. The parties
17 agree and acknowledge that both parties have contributed substantially and materially to the
18 preparation of this Stipulation and Order.
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20 **31.** Should litigation or motion practice arise concerning the terms and conditions of this
21 Stipulation and Order or the breach of same by any party hereto, the prevailing party shall be
22 entitled to attorney's fees and costs in an amount awarded by the Court.
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24 **32.** That in keeping with NRCP 65(d), the Board and Defendants further stipulate and agree
25 this Stipulation and Order is binding upon the "parties to the action, their officers, agents,
26 servants, employees, and attorneys, and upon those persons in active concert or participation
27 with them who receive actual notice of the order by person service or otherwise."
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33. Pursuant to NRS 631.400(5), the Board is not required to post a bond with regards to this Stipulation and Order for the payment of costs and damages as may be incurred by the adverse parties. See also NRCP 65(c) ("No such security shall be required of the State or of an officer or agency thereof.")

34. Defendants represent they have the right, power, legal capacity, and authority to enter into and perform their obligations under this Stipulation and Order and no approval or consent of any other persons or entities, other than the individual signing, are necessary in connection with the execution of this Stipulation and Order, and when so signed, this Stipulation and Order shall inure to the benefit of, and be binding upon the Defendants, their respective past, present and future, heirs, executors, administrators, trustees, parent corporations, related entities, stockholders, predecessors, successors, assigns, partners, agents, officers, directors, and employees.

35. The stipulations and orders herein shall remain in full force and effect until further order of this court.

36. The foregoing Stipulation and Order is intended as a full and complete resolution of the any and all claims relating to allegations contained in the Plaintiff's Complaint as against Defendants. In addition, as a result of this Stipulation and Order, the hearing on the Board's Motion/Request for Preliminary Injunction which was continued to September 18, 2014, at 9:00 a.m. shall be vacated/taken off-calendar.

By  this 17 day of  2014.
James C. Lajevic

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ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 17th day of September, 2014, before me the undersigned Notary Public in and for said County and State, personally appeared Lori L. Werder known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the uses and purposes therein mentioned. WITNESS my hand and official seal.

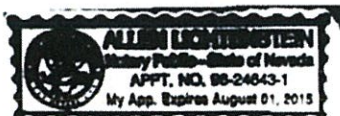


[Signature]
NOTARY PUBLIC
(notary seal)

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 17th day of September, 2014, before me the undersigned Notary Public in and for said County and State, personally appeared Lori L. Werder who executed this document on behalf of Correct Choice LLC and is known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that they did so freely, and voluntarily and for the uses and purposes therein mentioned. WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC
(notary seal)

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 17 day of September, 2014, before me the undersigned Notary Public in and for said County and State, personally appeared Loril Werder, who executed this document on behalf of Nadic Network North American Dental Implants & Cosmetics, LLC and is known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that they did so freely and voluntarily and for the uses and purposes therein mentioned. WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC
(notary seal)

Approved as to form and content and submitted:

ALLEN LICHTENSTEIN, ATTORNEY AT LAW, LTD.

MORRIS POLICH & PURDY LLP

By *[Signature]*
Allen Lichstein, Esq. (NSBN 39712)
3315 Russell Road, Suite 222
Las Vegas, Nevada 89120
ph. (702) 433-2666; fax (702) 433-9591
email: allaw@lvcoxmail.com
Attorneys for Defendants
Date: 9-17-14

By *[Signature]*
John A. Hunt, Esq. (NSBN 1888)
Bert Wuester Jr., Esq. (NSBN 5556)
500 South Rancho Drive, Suite 17
Las Vegas, Nevada 89106
ph. (702) 862-8300; fax (702) 862-8400
email: jhunt@mpplaw.com
email: bwuester@mpplaw.com
Attorneys for Plaintiff
Date: 9-17-14

ORDER

Based upon the stipulations of the parties and good cause being present,

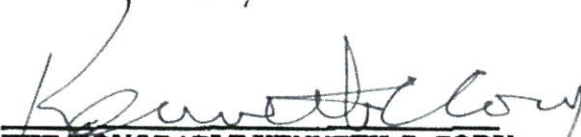
IT IS HEREBY ORDERED that the terms and conditions of this above-captioned

Stipulation, Order, Judgment, and Permanent Injunction in the matter styled NEVADA STATE BOARD OF DENTAL EXAMINERS v. JAMES C. LAJEVIC; LORIL WERDER; CORRECT

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CHOICE, LLC; NADIC NETWORK NORTH AMERICAN DENTAL IMPLANTS & COSMETICS, LLC; et. al Eighth Judicial District Court, Clark County, Nevada, Case No. A-14-704250-C; Dept. 1, are adopted and ratified by the Court.

DATED & DONE this 18 day of Sept, 2014.


THE HONORABLE KENNETH C. CORY
EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA
DEPARTMENT 1; COURTROOM 16A

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