

BEFORE THE NORTH CAROLINA BOARD
OF CHIROPRACTIC EXAMINERS

N. C. BOARD OF CHIROPRACTIC
EXAMINERS

| **INFORMAL SETTLEMENT
AGREEMENT**

v.

ERIC SETH SHAPIRO, D.C.,
Respondent

This **INFORMAL SETTLEMENT AGREEMENT**, made between the N.C. Board of Chiropractic Examiners (“Board”), acting through Richard K. Davis, Jr., D.C., in his official capacity as Secretary of the Board and Chair of the Chiropractic Review Committee (“Committee”), and ERIC SETH SHAPIRO, D.C., (Respondent), (hereafter both being “Parties”) agree, for the purposes of resolving a pending disciplinary action and potential contested case, to the following:

WITNESS THAT:

WHEREAS, Respondent had a complaint filed against him on October 1, 2018 alleging violations of N. G. Gen. Stat. §§ 90-154(b)(5) and (7). and 90.154.3;

WHEREAS, Respondent was sent a copy of the Complaint on November 8, 2018, and offered the opportunity to submit a written response; and

WHEREAS, the parties met for a Probable Cause Hearing on January 3, 2019; and

WHEREAS, Board Staff and the Secretary have determined that the allegations of the Complaint, if proven, would constitute a violation of the statutes and regulations administered by the Board and require disciplinary action, and a Show Cause hearing before the Board regarding his noncompliance with a previous Board Order; and

WHEREAS, the parties wish to resolve and settle this matter without a contested case hearing;

NOW, THEREFORE, pursuant to N.C. Gen. Stat. § 150B-22, which mandates that whenever possible disputes between a regulatory agency and another person that involves the person’s rights, duties or privileges be settled through informal procedure, and pursuant to N.C. Gen. Stat. § 150B-41(c), which authorizes settlement of a contested case by settlement and consent order, the Parties hereby agree and stipulate as follows:

I. Jurisdiction:

The Board is an occupational licensing board of the State of North Carolina, organized under N. C. Gen. Stat. § 90-139, et. seq. The Board has jurisdiction over this matter pursuant to N. C. Gen. Stat. § 90-154 et. seq., N. C. Gen. Stat. § 150B-1, et. seq., and 21 N.C. Admin. Code 10 . et. seq.

II. Identification of Licensee/Respondent:

ERIC SETH SHAPIRO, D.C. (Respondent) resides at 114 Bob Wells Road, Leicester, NC 28748, with a place of business known as “Your Place or Spine” located at 32 Southwicke Drive, Arden, NC 28704. The Respondent holds North Carolina license number 4618 which was first issued on January 23, 2016, renewed on February 8, 2019, with an expiration date of January 7, 2020.

III. Waiver of Rights:

In order to resolve this matter by an Informal Settlement Agreement, Respondent agrees that the Board staff and counsel may discuss this Informal Settlement Agreement with the Board Secretary and any subcommittee that may be assigned to this matter ex parte whether or not the Board accepts this Informal Settlement Agreement as written.

IV. Stipulation to Facts:

The Respondent and the Board Secretary stipulate to the following facts:

- A. The Board staff received a Complaint against Respondent on October 1, 2018, alleging a violation of:
 - 1. N.C. Gen. Stat. § 90-154(b)(7) – not rendering acceptable care;
 - 2. N.C. Gen. Stat. § 90-154.3 – unacceptable care
 - 3. N.C. Gen. Stat. § 90-154(b)(5) – negligent
- B. The parties met for a Probable Cause Hearing on January 3, 2019, and both parties called and cross-examined witnesses,

V. Stipulated Informal Settlement Agreement:

- A. Stipulation to Sections of Law Violated:

Respondent admits that his actions with regard to the allegations set forth in Paragraphs IV.A.1-3 above if proven at a hearing, would violate N.C. Gen. Stat. §§ 90-154 and 21 N.C. Admin. Code 10. If proven, these violations would constitute grounds for disciplinary action.

B. Stipulation to Sanction

In lieu of proceeding to hearing, the Respondent and the Board Secretary hereby enter into this Informal Settlement Agreement whereby the Respondent and Board Secretary agree to the following terms:

1. The Respondent admits the Stipulation to Facts above.
2. Respondent shall cease and desist from further violations of the above allegations.
3. The Respondent's license is suspended for a period of thirty (30) days; to begin within sixty (60) days of the effective date of this Informal Settlement Agreement.
4. Respondent shall be placed on probation for two (2) years, effective immediately following the 30-day suspension.
5. If, after six (6) months Respondent has not completed the courses and passed any required exams, then Respondent's license shall be suspended for an additional sixty (60) days.
6. Respondent must pass the National Board of Chiropractic Examiners Ethics and Boundaries Exam.
7. Respondent shall take six (6) hours of a record keeping course approved by the Board. The course shall be taken within six (6) months of the effective date of this Informal Settlement Agreement. Respondent shall not receive Continuing Education credit towards annual license renewal for such course.
8. Respondent shall take the Jurisprudence class and successfully pass the Jurisprudence exam within six (6) months of the effective date of this Informal Settlement Agreement. Respondent shall not receive Continuing Education credit towards annual license renewal for such course. [The Board acknowledges Respondent's completion of this course prior to execution of this Informal Settlement Agreement, but Respondent has not taken the exam.]
9. Respondent shall provide to Ricky R. Sides, D.C., Director – Standards and Enforcement for the Board, the names of any and all facilities wherein Respondent treats patients, including but not limited to those facilities named on the list attached hereto as Exhibit A.
10. Respondent shall require the administrator of each facility wherein Respondent treats patients to sign a copy of the statement attached hereto as Exhibit B and provide a copy of that signed statement to Ricky R. Sides, D.C., Director – Standards and Enforcement for the Board prior to resuming treatment at the named facility.

11. During the period of probation, Respondent shall require each patient he treats to sign a copy of the document attached hereto as Exhibit C and a copy of each signed document shall be maintained in the patient's file.
12. Respondent agrees that the Board may conduct an audit of patient files as it deems appropriate.
13. Respondent agrees that in the event of future disciplinary actions, this Informal Settlement Agreement and the facts underlying it may be admitted in such future investigations.

VI. Costs

As allowed by N.C. Gen. Stat. §90-154(c), the Board would normally require payment of hearing costs of Five Hundred Dollars (\$500) and attorney fees of Five Hundred Dollars (\$500); however, based upon Respondent's familial difficulties, the Board will waive these amounts.

VII. Effective Date

The effective date of this Informal Settlement Agreement is the date on which it is signed by the Board Secretary, or designee.

VIII. Public Record

The parties agree that this Informal Settlement Agreement is a public record, as required by N.C. Gen. Stat. § 132-1.3. As such, it is admissible in future disciplinary proceedings. Other related documents are part of the investigative file and are trial preparation materials and are not public records, pursuant to N.C. Gen. Stat. §132-1.9.

IX. Adverse Action Reporting

The parties agree that this Informal Settlement Agreement contains a negative action, as defined by 42 CFR § 60.3 and, therefore, will be reported to the National Practitioners Data Bank (The Data Bank) as a license suspension followed by two (2)-years' probation.

X. Respondent's Contact Information

Within 21 days of the effective date of this Informal Settlement Agreement, Respondent shall submit to the Board by certified mail Respondent's: 1) Residential address and residential phone number, 2) Primary mailing address, if different from the residential address, and 3) Business address(es) and business phone number(s), if any;

Respondent shall notify the Board by certified letter, return receipt, within one week of any changes in Respondent's contact information during the pendency of this Informal Settlement Agreement and Consent Order.

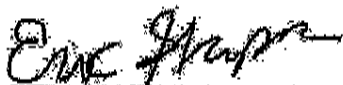
XI. Compliance with Informal Settlement Agreement

- A) This Informal Settlement Agreement and its provisions are effective on the date of signature by the Board's Secretary.
- B) Any modification of this Informal Settlement Agreement must be pre-approved in writing by the Board and signed by the Board President or designee before it may be effective.
- C) Failure by the Respondent to meet the terms of this Informal Settlement Agreement, either in substance or in timing, is a violation of N.C. Gen. Stat. §90-154(a)(6).
- D) If, during the term of this Informal Settlement Agreement, the Board staff receives evidence that Respondent has violated any of the above conditions, the Board staff may schedule a Show Cause Hearing for a determination of the violations.
- E) Should circumstances arise that affect the Respondent's ability to remain in compliance, the Respondent shall immediately notify the Board in writing by certified mail fully describing the situation along with any attendant request for Board consideration.
- F) Communications with Respondent regarding compliance with this Informal Settlement Agreement may occur between the Board staff and Respondent.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

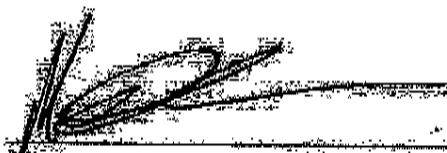
NCBCE v. Eric Seth Shapiro
Informal Settlement Agreement
Page 6 of 6

WE CONSENT:



ERIC SETH SHAPIRO, D.C.
Respondent

May 11, 2019
Date



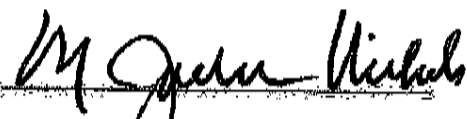
Michael C. Allen
Counsel for Respondent
Batten, Lee PLLC
4141 Parklake Avenue, Suite 350
Raleigh, NC, 27612
Phone: 919.459.4292
Fax: 919.780.5382
E-Mail: mallen@battenlee.com

5-17-19
Date



Richard K. Davis, Jr., D.C.
Board Secretary
N.C. Board of Chiropractic Examiners
6070 Six Forks Rd, Ste. L
Raleigh, NC 27609

5/15/19
Date



M. Jackson Nichols
General Counsel for Board
Nichols, Choi & Lee, PLLC
4700 Homewood Court, Suite 220
Raleigh, N.C. 27609
Phone: (919) 341-2636
Fax: (919) 647-4485
Email: Jack@ncl-law.com

15 May, 2019
Date

I, ERIC SETH SHAPIRO, D.C., practice chiropractic at the following facilities:

Emerald Ridge

3 Laurels

Stonecreek

Hospice Spruce Pine

Other Hospices:

Dental Offices:

Other:

Exhibit A
to Shapiro ISA

ACKNOWLEDGMENT

I, _____, am the Administrator of the facility known as _____, located at _____.

Eric Seth Shapiro, D.C. ("Dr. Shapiro") treats patients at this facility.

I am aware that Dr. Shapiro has been the subject of a Complaint alleging violations of the following statutes:

1. N.C. Gen. Stat. § 90-154(b)(7) – not rendering acceptable care;
2. N.C. Gen. Stat. § 90-154.3 – unacceptable care
3. N.C. Gen. Stat. § 90-154(b)(5) – negligent

DATED: _____

Signature

Printed Name and Title

WITNESS:

ACKNOWLEDGMENT

I, _____, am being treated by Eric Seth Shapiro, D.C. (“Dr. Shapiro”) at the facility identified below.

FACILITY NAME: _____
ADDRESS: _____
TELEPHONE: _____

I am aware that Dr. Shapiro has been the subject of a Complaint alleging violations of the following statutes:

1. N.C. Gen. Stat. § 90-154(b)(7) – not rendering acceptable care;
2. N.C. Gen. Stat. § 90-154.3 – unacceptable care
3. N.C. Gen. Stat. § 90-154(b)(5) – negligent

I am aware that Dr. Shapiro has no physical office. However, if I wish to file a complaint for any violations outlined in NC General Statute 90-154(b), then I may file my complaint with the Board office.

For more information:
<https://ncchiroboard.com/complaint-filing-process/>

DATED: _____

Patient Signature

Printed Name and Title

WITNESS:
