

**THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA**

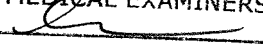
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**In the Matter of Charges and
Complaint Against
YARON ZEDEK, M.D.,
Respondent.**

Case No. 18-10652-1

FILED

MAR - 5 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Robert Kilroy, Esq., Board General Counsel and attorney for the IC, and Yaron Zedek, M.D. (Respondent), a licensed physician in Nevada, represented by legal counsel, L. Kristopher Rath, Esq., hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a physician licensed by the Board, pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since December 15, 1994 (License No. 7310).

2. On October 30, 2018, in Case No. 18-10652-1, the IC filed a formal Complaint (Complaint) alleging that Respondent violated the Medical Practice Act. Specifically, this Complaint alleged one (1) violation of NRS 630.301(4) (malpractice) and one (1) violation of

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or federal court proceeding, or any credentialing or privileges matter.

1 NRS 630.3062(1)(a) (failure to maintain complete medical records). By reason of the foregoing,
2 Respondent is subject to discipline by the Board as provided in NRS 630.352.

3 3. Respondent was properly served with a copy of this Complaint, has reviewed and
4 understands this Complaint, and has had the opportunity to consult with competent counsel
5 concerning the nature and significance of this Complaint.

6 4. Respondent is hereby advised of his rights regarding this administrative matter, and his
7 opportunity to defend against the allegations in the Complaint. Specifically, Respondent has certain
8 rights in this administrative matter as set out by the United States Constitution, the Nevada
9 Constitution, the Medical Practice Act and the Nevada Administrative Procedure Act (APA), which is
10 contained in NRS Chapter 233B. These rights include the right to a formal hearing on the allegations
11 in the Complaint, the right to representation by counsel, at his own expense, in the preparation and
12 presentation of his defense, the right to confront and cross-examine the witnesses and evidence against
13 him, the right to written findings of fact, conclusions of law and order reflecting the final decision of
14 the Board, and the right to judicial review of the Board's order, if the decision is adverse to him.

15 5. Respondent understands that, under the Board's charge to protect the public by
16 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
17 license, including license probation, license suspension, license revocation and imposition of
18 administrative fines, as well as any other reasonable requirement or limitation, if the Board
19 concludes that Respondent violated one or more provisions of the Medical Practice Act.

20 6. Respondent understands and agrees that this Agreement, by and between
21 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
22 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
23 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
24 Board has the right to decide in its own discretion whether or not to approve this Agreement.
25 Respondent further understands and agrees that if the Board approves this Agreement, then the
26 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

27 **B. Terms & Conditions**

28 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters

1 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and
2 conditions:

3 1. Jurisdiction. Respondent is, and at all times relevant to the Complaint has been, a
4 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set
5 forth in the Medical Practice Act.

6 2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.
7 Respondent understands that he may retain and consult counsel prior to entering into this
8 Agreement at his own expense. Respondent acknowledges he is represented by counsel,
9 and wishes to resolve the matters addressed herein with said counsel. Respondent agrees that if
10 representation by counsel in this matter materially changes prior to entering into this Agreement
11 and for the duration of this Agreement, that counsel for the IC will be timely notified of the
12 material change. Respondent agrees that he knowingly, willingly and intelligently enters into this
13 Agreement after deciding to have a full consultation with and upon the advice of said legal
14 counsel.

15 3. Waiver of Rights. In connection with this Agreement, and the associated terms and
16 conditions, Respondent knowingly, willingly and intelligently waives all rights in connection with
17 this administrative matter. Respondent hereby knowingly, willingly and intelligently waives all
18 rights arising under the United States Constitution, the Nevada Constitution, the Medical Practice
19 Act, the APA and any other legal rights that may be available to him or that may apply to him in
20 connection with the administrative proceedings resulting from the Complaint filed in this matter,
21 including defense of the Complaint, adjudication of the allegations set forth in the Complaint and
22 imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to
23 settle and resolve the allegations of the Complaint as set out by this Agreement, without a hearing
24 or any further proceedings and without the right to judicial review.

25 4. Acknowledgement of Reasonable Basis to Proceed. Respondent acknowledges
26 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
27 grounds for discipline pursuant to the Medical Practice Act. The Board acknowledges Respondent
28 is not admitting that the IC's claims/counts as alleged in the Complaint have merit and

Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation. Respondent asserts that if this matter were to proceed to hearing, he has evidence, witnesses, expert witnesses and defenses to the counts/claims alleged in the Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this Agreement

5. Consent to Entry of Order. In order to resolve this Complaint pending against Respondent without incurring any further costs or the expense associated with a hearing, Respondent hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms and conditions are hereby agreed upon:

a. Respondent admits to one (1) allegation of violating NRS 630.3062(1)(a) (medical records); the IC dismisses the malpractice claim with prejudice.

b. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement, the current amount being \$2,500.00, not including any costs that may be necessary to finalize this Agreement.

c. This Agreement shall be reported to the appropriate entities and parties as required by law, including, but not limited to, the National Practitioner Data Bank.

d. Respondent shall receive a Public Letter of Reprimand

6. Release From Liability. In execution of this Agreement, Respondent understands and agrees that the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents are immune from civil liability for any decision or action taken in good faith in response to information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and

1 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
2 any or all of the persons, government agencies or entities named in this paragraph arising out of,
3 or by reason of, this investigation, this Agreement or the administration of the case referenced.

4 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
5 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
6 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption of
7 this Agreement, counsel for the IC may communicate directly with the Board staff and the
8 adjudicating members of the Board.

9 Respondent acknowledges that such contacts and communications may be made or
10 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
11 meeting where the Agreement is discussed, and that such contacts and communications may
12 include, but not be limited to, matters concerning this Agreement, the Complaint and any and all
13 information of every nature whatsoever related to this matter. The IC and its counsel agree that
14 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,
15 respond to any questions that may be addressed to the IC or the IC's counsel.

16 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
17 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
18 an order of the Board.

19 9. Effect of Rejection of Agreement by Board. In the event the Board does not
20 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
21 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
22 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
23 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
24 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
25 this Complaint and from participating in disciplinary proceedings against Respondent, including
26 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
27 such member absent evidence of bad faith.

28 10. Binding Effect. If approved by the Board, Respondent understands that this

1 Agreement is a binding and enforceable contract upon Respondent and the Board.

2 11. Forum Selection Clause. The parties agree that in the event either party is required
3 to seek enforcement of this Agreement in district court, the parties consent to such jurisdiction and
4 agree that exclusive jurisdiction shall be in the Second Judicial District Court, State of Nevada,
5 Washoe County.

6 12. Attorneys' Fees and Costs. The parties agree that in the event an action is
7 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
8 be entitled to recover reasonable attorneys' fees and costs.

9 13. Failure to Comply With Terms. Should Respondent fail to comply with any term
10 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
11 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
12 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
13 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
14 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
15 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
16 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
17 condition of this Agreement may subject Respondent to civil collection efforts.

18
19 Dated this 22 day of FEB, 2019.

20 By: [Signature]
21 Robert G. Kilroy, Esq.
22 Attorney for the Investigative Committee

23 Dated this 22nd day of February, 2019

24 By: [Signature]
25 L. Kristopher Rath, Esq.
26 Attorney for the Respondent

27 UNDERSTOOD AND AGREED:

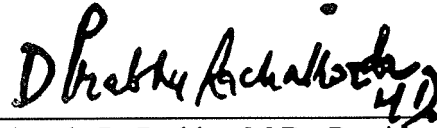
28 [Signature], M.D.
Yaron Zedek, M.D., Respondent

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

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Dated this 21 day of Feb., 2019.

1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted
2 by the Nevada State Board of Medical Examiners on the 1st day of March, 2019, with the final
3 total amount of costs due of \$2500.00.

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5 Rachakonda D. Prabhu, M.D., President
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS
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