BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:  
DAVID MOON, D.O.  
License No. 705,  
Respondent.  

Case No. AD1503002  
COMPLAINT FOR DISCIPLINARY ACTION

The Nevada State Board of Osteopathic Medicine, by and through its investigating board member Ronald Hedger, D.O., hereby amends its complaint for disciplinary action against Dr. David Moon (License No. 705) pursuant to NRS 633.541(3) and 622A.300(1). This complaint is made and based upon the following facts and causes of action.

I.

Dr. Moon has been licensed as an osteopathic physician by the Oklahoma State Board of Osteopathic Examiners (Oklahoma Board) since July 1, 1991 (License No. 2965). Dr. Moon maintains a medical practice in Oklahoma at the address of 11445 E. 20th in Tulsa, Oklahoma.

II.

Dr. Moon has been licensed as an osteopathic physician by the Nevada State Board of Osteopathic Medicine since July 13, 1994 (License No. 705). Dr. Moon maintains a medical practice in Nevada at the address of 241 N. Buffalo Drive, Building 1 in Las Vegas, Nevada.

III.

Dr. Moon has been licensed as an osteopathic physician by the Utah Division of Occupational and Professional Licensing (UDOPL) since September 10, 1996 (License No. 326357-1204).

IV.

On August 30, 2013, the Oklahoma State Board of Osteopathic Examiners filed an Amended Complaint against Dr. Moon (Case No. 0413-43). The Amended Complaint alleged that Dr. Moon had violated § 637(A)(1), (2)(c), (2)(d), (2)(g), (2)(m), (3), and (4) of the Oklahoma Osteopathic Medicine Act; had engaged in gross negligence, gross malpractice, or gross incompetence; had engaged in repeated acts of negligence, malpractice, or incompetence; and had violated the Rules and Regulations of the Oklahoma Board, including OAC 510:5-9-2 (Prescribing for Intractable Pain), OAC 510:5-7-1
(Unprofessional Conduct Relating to Prescribing or Dispensing Dangerous Drugs), and OAC 510:5-9-3
(Violation of Rules). A copy of the Amended Complaint is attached as Exhibit 1.

V.

On December 10, 2014, the Oklahoma Board issued an Order of Probation With Conditions in
Dr. Moon’s matter (Case No. 0413-43). The Oklahoma Board’s Order placed Dr. Moon’s Oklahoma
license on probation for three years with eighteen paragraphs of terms and conditions. Among the terms
and conditions of probation, Dr. Moon was required to complete an assessment of substance abuse
within three months and to appear before the Oklahoma Board at its March 19, 2015 so the Oklahoma
Board could review and analyze the assessment and take such further action as the Oklahoma Board
deemed necessary and proper. A copy of the Order is attached as Exhibit 2.

VI.

Dr. Moon did not complete an assessment of substance abuse within three months of the
Oklahoma Board’s Order. Dr. Moon did not appear at the Oklahoma Board’s meeting on March 19,
2015.

VII.

On March 19, 2015 (effective March 26, 2015), the Oklahoma Board issued an Interim Order of
Suspension in Dr. Moon’s matter (Case No. 0413-43). By this Order of Suspension, the Oklahoma
Board suspended Dr. Moon’s license “until such time as he files a written request for a Hearing at a
regularly scheduled meeting of the Board.” A copy of the Order is attached as Exhibit 3.

VII.

As of the date of this Complaint, Dr. Moon’s Oklahoma license is suspended.

FIRST CAUSE OF ACTION

VIII.

In having his Oklahoma license suspended by the Oklahoma Board effective March 26, 2015,
Dr. Moon violated Nevada Revised Statutes (NRS) 633.511(3).
SECOND CAUSE OF ACTION

IX.

On February 5, 2015, the UDOPL issued a Stipulation and Order in a matter involving Dr. Moon (Case No. DOPL 2015-97). By this Stipulation and Order, Dr. Moon agreed to surrender his Utah license effective February 5, 2015. A copy of the Stipulation and Order is attached as Exhibit 4.

X.

As of the date of this Complaint, Dr. Moon has not notified the Board’s office that he surrendered his Utah license and that the Utah Board entered a Stipulation and Order to that effect.

XI.

In failing to report the Utah Stipulation and Order to the Board within 45 days after the Stipulation and Order became effective, Dr. Moon violated NRS 633.511(1) and/or NRS 633.527(1)(d) and/or NRS 633.131(1)(p).

Wherefore, it is hereby requested that appropriate discipline be entered against Dr. Moon based upon this Complaint pursuant to NRS 633.651, NRS 633.527, and NAC 633.287.

Signed this 3/ day of March, 2015.

By: Ronald Hedger, D.O.
Investigating Board Member
CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada State Board of Osteopathic Medicine and that on this day I sent via certified mailing return receipt requested at Henderson, Nevada, postage prepaid, a true and correct copy of the foregoing document addressed to the following:

Dr. David Moon
241 N. Buffalo Drive, Building 1
Las Vegas, Nevada 89145

Dated this 31 day of March, 2015.

[Signature]
IN AND BEFORE THE STATE BOARD OF OSTEOPATHIC EXAMINERS
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel.
OKLAHOMA STATE BOARD OF
OSTEOPATHIC EXAMINERS,

Petitioner,

v.

DAVID MOON, D.O.,
Osteopathic Medical License No. 2965,

Respondent.

No. 0413-43

AMENDED COMPLAINT

The Special Prosecutor, Richard A. Mildren of Riggs, Abney, Neal, Turpen, Orbison & Lewis, for the Oklahoma State Board of Osteopathic Examiners ("Board") alleges and states:

1. David D. Moon, D.O. ("Dr. Moon") is the holder of a license issued by the Oklahoma Osteopathic Board of Examiners ("Board") authorizing him to practice as an osteopathic physician and surgeon in the State of Oklahoma, license number 2965. Dr. Moon graduated from medical school from at Oklahoma University College of Osteopathic Medicine in 1990. At the time of this Amended Complaint, his license is in good standing.

2. As alleged in this Amended Complaint, Dr. Moon is in violation of the Oklahoma Osteopathic Medicine Act, 59 O.S. §§ 620 et seq. ("Act") and specifically in violation of § 637(A) (1), (2) (c) (d) (g) (m), (3), and (4), to-wit:

A. The State Board of Osteopathic Examiners may refuse to admit a person to an examination or may refuse to issue or reinstate or may suspend or revoke an license issued or reinstated by the Board upon proof that the applicant or holder of such a license:

1. Has obtained a license, license renewal or authorization to sit for an examination, as the case may be, through fraud, deception, misrepresentation
or bribery; or has been granted a license, license renewal or authorization to
sit for an examination based upon a material mistake of fact;

2. Has engaged in the use of employment of dishonesty, fraud,
  misrepresentation, false promise, false pretense, unethical conduct, or
  unprofessional conduct, as may be determined by the Board, in the
  performance of the functions or duties of an osteopathic physician, including,
  but not limited to the following:

  c. willfully performing inappropriate or unnecessary treatment,
     diagnostic tests or osteopathic medical or surgical services,

  d. delegating professional responsibilities to a person who is not
     qualified by training, skill, competency, age, experience or licensure to
     perform them, noting that delegation may only occur within an
     appropriate doctor/patient relationship, wherein a proper patient record
     is maintained including, but not limited to, at the minimum, a current
     history and physical,

  g. signing a blank prescription form; or dispensing, prescribing,
     administering or otherwise distributing any drug, controlled substance
     or other treatment without sufficient examination or the establishment
     of a physician/patient relationship, or for other therapeutic or
     experimental or investigational purposes duly authorized by a state or
     federal agency, or not good faith to release pain and suffering, or not
     to treat ailment, physical infirmity or disease, or violating any state or
     federal law on controlled dangerous substances,

  m. failing to keep complete and accurate records of purchase and
     disposal of controlled drugs or narcotic drugs;

3. Has engaged in gross negligence, gross malpractice or gross incompetence;

4. Has engaged in repeated acts of negligence, malpractice or incompetence;

The Rules and Regulations of the Board that were violated by the actions of Dr. Moon
included, but were not limited to OAC 510:5-9-2, Prescribing for Intractable Pain and OAC
510:5-7-1, Unprofessional Conduct Relating to Prescribing or Dispensing Danger Drugs. Also,
OAC 510:5-9-3 states: “violation of any provision of this subchapter of these rules shall
constitute unprofessional conduct... for which the appropriate sanction may be imposed.”

3. On April 17, 2013, Dr. Moon was arrested, taken into custody and was booked at
Clark County Detention Center, Las Vegas, Nevada for one count of possession of an
unregistered firearm and for two counts of possession of a controlled substance with intent to sell. Both the gun and the narcotics were found during screening of his carry-on luggage. In the arrest report prepared by the Las Vegas Metropolitan Police Department, Clark County, Nevada ("LVMPD"), Dr. Moon reportedly appeared to be disheveled, his shirt was partially un-tucked and his pants were partially unzipped.

4. Dr. Moon said the large quantities of Scheduled II, III, and IV prescription medications he had in his possession belonged to family members and former patients and were used to assist indigent persons in need. He also stated that he often treated Oklahoma inmates with unused medications returned to him by other patients. Dr. Moon has an active DEA registrations to distribute narcotics in both the Las Vegas office and Oklahoma office. He does not have a DEA registration to dispense narcotics at any penal facility in Oklahoma. Although Dr. Moon has a DEA Registration, an OBNDD Registration and a Dispensing Permit issued by the Board, he claimed he did not know it was unlawful or dangerous to collect or distribute expired medications. Dr. Moon also had in his possession multiple hypodermic devices which he claimed were accidentally mixed in with medications prescribed to him.

5. On May 13, 2013, Dr. Moon submitted to drug testing in Nevada. On May 14, 2013, "Any Lab Test Now-Las Vegas" confirmed Dr. Moon tested positive for the Opiate Hydrocodone. On May 16, 2013, the State of Nevada Prescription Monitoring Program Patient Drug Utilization ("PMP") revealed that Dr. Moon was prescribed sixty (60) Hydrocodone tablets on three (3) occasions in 2008 and 2010 and nothing since those dates. A check of the Oklahoma PMP indicates Dr. Moon has not had a valid prescription for the Opiate Hydrocodone since the PMP system began in 2008.
6. On May 20, 2013, Dr. Henry C. Hicks, M.D. of Associated Anesthesiologists of Reno, conducted a review of seven (7) patient medical charts belonging to Dr. Moon of Accelerated Rehabilitation and Pain Center of Nevada. Dr. Hicks reported the medical charts were incomplete and did not justify the prescription practice. Based on the additional records reviewed, pain intensity and efficacy of prescribed medications were not addressed. The entity in Nevada concluded that Accelerated Rehabilitation and Pain Center of Nevada appeared to function as a Schedule II, III, and IV prescription writing facility and not as a bona-fide medical clinic, rehabilitation or pain center, as advertised.

7. On August 20, 2013, investigators for the Board entered the Moon Family Practice offices in Tulsa, Oklahoma, showed identification, and provided a list of thirty-one (31) patient medical records they wished to inspect. None of the patient records inspected were complete, nor did any of them fully complied with Board rules for prescribing narcotics. Five (5) of the patient charts requested by the investigators were not provided. The staff was advised that Dr. Moon had those files in Nevada, and he was fixing them. The investigators were provided copies of the Electronic Medical Records (“EMR”) and were advised that the office was converting files to that format. The investigators took with them the records of sixteen (16) patients and thirty-one (31) EMRs.

8. Few of the patient charts contained a complete medical history and physical exam. There were few treatment plans in these patient charts with objectives listed, records of periodic reviews, notes on discussion of the risks and benefits of taking narcotics, or psychological function assessments. While some of the patient records contained about half of the required documents, most were illegible and it was difficult to determine the diagnosis. Many of the notes on patient visits are blank so the treatment on that date could not be
determined. There are indications that a physician's assistant saw patients and performed Osteopathic Manipulative Therapy on these patients. The EMRs were generally repetitious with little variation from patient record to patient record. All records contained the same word-for-word paragraph on the risks of Opioid treatment. The past histories on the male patients indicated that they denied having breast cancer or cervical cancer.

9. On April 17, 2013, Dr. Moon was stopped by LVMPD officers, his bag was searched, and the contents therein confiscated. He was placed under arrest and read his Miranda rights. Several officers arrived. He was then escorted by those officers to a LVMPD Substation and interrogated. Forty-two days later, on May 29, 2013, Dr. Moon completed an electronic online renewal of his license to practice osteopathic medicine in the state of Oklahoma. Professional Standards Question number nine (9) asks the physician: “Within the last twelve (12) months, were you convicted, indicted, arrested or charged with a felony or other crime relating adversely to the practice of osteopathic medicine? Pleas of guilty, non-fault, nolo contendere or other such plea for alleged criminal activity shall be deemed a conviction.” Dr. Moon clicked the “No” button. The final button on the renewal form highlighted “Attestation” reads: “I, David D. Moon, have to the best of my knowledge, complied with the laws and rules regulating the osteopathic profession. By clicking submit, I am stating that the information I have entered in this application is true and correct.” Dr. Moon clicked the “Submit” button.
Respectfully submitted,

Richard A. Mildren
RIGGS, ABNEY, NEAL, TURPEN, ORBISON & LEWIS
5801 Broadway Extension, Suite 101
Oklahoma City, OK 73118
Telephone: (405) 843-9909
Facsimile: (405) 842-2913
Email: rmildren@riggsabney.com
ATTORNEY FOR DEFENDANT AGENCY

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the day of August 2013, a copy of the above and foregoing document was delivered by United States mail, postage prepaid thereon, Certified United States mail, postage prepaid thereon, and/or Hand Delivery, to:

Jim T. Priest
Leah M. Avey
RUBENSTEIN & PITTS, PLLC
1503 E. 19th Street
Edmond, OK 73013
ATTORNEYS FOR PLAINTIFF

Mack Martin
Martin Law Office
125 Park Avenue
Fifth Floor
Oklahoma City, OK 73102

David D. Moon, D.O.
11445 East 20th Street
Tulsa, Oklahoma 74128

Richard A. Mildren
IN AND BEFORE THE STATE BOARD OF OSTEOPATHIC EXAMINERS
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel. OKLAHOMA STATE BOARD OF OSTEOPATHIC EXAMINERS, Petitioner, No. 0413-43

v.

DAVID MOON, D.O., Osteopathic Medical License No. 2965, Respondent.

ORDER OF PROBATION WITH CONDITIONS

This matter comes on for hearing before the Oklahoma State Board of Osteopathic Examiners [Board] at a special meeting of the Board on December 10, 2014. The Board is represented by the Special Prosecutor for the Board, Richard A. Mildren of Riggs, Abney, Neal, Turpen, Orbison & Lewis. David Moon, D.O. [Dr. Moon] appears in person accompanied by his counsel, Jim Priest, J.D. at the hearing on this date. Mr. Mildren announced that paragraph six (6) of the Amended Complaint was to be stricken from the record.

This Order is issued pursuant to the Oklahoma Osteopathic Medicine Act, 59 O.S. § 640 et. seq. and the Oklahoma Administrative Procedures Act, 75 O.S. § 250 et. seq. and OAC 510:1-1-1 et. seq.

The Board, after reviewing the pleadings, hearing testimony, questioning witnesses, considering all of the evidence and being fully advised specifically finds the following Findings of Fact and Conclusions of Law to be true and correct and proven by clear and convincing evidence.

FINDINGS OF FACT

1. Dr. Moon is the holder of a license to practice osteopathic medicine in the State of Oklahoma, license number 2965. At the time this action commenced, said license was in good standing.

2. Proper notice of this hearing was served on Dr. Moon as required by law.
3. Evidence at the hearing included that on April 17, 2013, Dr. Moon was arrested, taken into custody and booked at Clark County Detention Center, Las Vegas, Nevada for one count of possession of unregistered firearm and for two counts of possession of a controlled substance with intent to sell. He had in his possession large quantities of Scheduled II, III, and IV prescription medications which he claimed belonged to family members and former patients and were to be used to assist indigent persons and Oklahoma inmates. Dr. Moon claimed he did not know it was improper to distribute expired medications. Dr. Moon reportedly appeared to be disheveled, his shirt was partially un-tucked and his pants were partially unzipped. (Testimony of the Board’s Chief Investigator, Richard Zimmer, Dr. Moon and State’s Exhibit 2.)

4. Evidence at the hearing also included that two expert witnesses had reviewed both hard copies and electronic medical records of thirty-one (31) of Dr. Moon’s patients. Both experts issued written reports on five (5) patients. One witness characterized the records as illegible, inadequate, and non-compliant with the Board’s rules on Prescribing for Intractable Pain. The other expert expressed orally and in writing that the treatment outlined in the medical records was irresponsible and demonstrated a danger to public safety. (Testimony of Dr. Thomas Pickard, D.O., Dr. B. Baker Fore, D.O., and State’s Exhibits 5CV, 5A-5E, 6CV and 6.)

5. Exhibits admitted without objection at the hearing included Dr. Moon’s License Renewal filed one month after the incident in Las Vegas where he checked the box that he had not been arrested in the last twelve months; an Agreed Order with the Oklahoma Bureau of Narcotics and Dangerous Drugs wherein Dr. Moon did not contest allegations of violation of the rules on scheduled controlled dangerous drugs; and, an Agreed Order with the Nevada Osteopathic Board wherein Dr. Moon did not contest allegations of violations of the Nevada Osteopathic Medicine Act. (State’s Exhibits 7, 8 and 9.)

6. The Board found by specific motion that there was clear and convincing evidence to support the allegations found in the Amended Complaint against David Moon, D.O.

7. Dr. Moon submitted pleadings and a declination of prosecution from the Clark County District Attorney’s Office. (Respondent’s Exhibit 3)

CONCLUSIONS OF LAW

1. The Board has jurisdiction to hear this matter pursuant to the Oklahoma Osteopathic Medicine Act, 59 O.S. § 640 et. seq., Rules of the Board, 510 OAC § 1-1-1 et. seq. and the Oklahoma Administrative Procedures Act, 75 O.S. § 250 et. seq.
2. The Board concludes by specific motion that allegations of violations of the Oklahoma Osteopathic Medicine Act and Rules of the Board by Dr. Moon have been proven by clear and convincing evidence. Specifically, Dr. Moon is in violation of 59 O.S. §§ 637(A)(1), (2) (c) (d) (g) (m), 3 and 4, and the Board’s rules for Prescribing for Intractable Pain, OAC 510:5-9-2, et. seq., 510:5-7-1 and 510:5-9-3.

3. The Board also concludes that such actions are grounds for imposing any sanction against Dr. Moon’s license authorized by statute and rules and regulations of the Board. However, the Board further concludes that Dr. Moon’s license shall remain in effect on the terms and conditions as set forth in the Order below.

ORDER

IT IS THEREFORE ORDERED by the Board that Dr. Moon’s license to practice osteopathic medicine in the State of Oklahoma remains in effect, and the following terms and conditions shall apply:

1. Dr. Moon’s license, number 2965, is placed under a three (3) year term of PROBATION. Said probation may be extended or continued at the discretion of the Board.

2. Within three months of the date of this Order, Dr. Moon shall complete an assessment for substance abuse. In consultation with Board Staff, Dr. Moon is to make all arrangements for the evaluation including the facility or entity to conduct the evaluation. The evaluating facility is to be chosen from the approved list of the Oklahoma Health Professionals Program. Dr. Moon shall cause a copy of any and all full and completed reports and/or evaluations to be sent to the Board directly from the evaluating entity. Further, Dr. Moon shall bear all expenses related to this evaluation.

3. Following completion of the evaluation, receipt of the results by the Board, and adequate time to analyze the reports, Dr. Moon will be scheduled to appear before the Board for review. This matter is to be handled expeditiously so that, if possible, the Board may consider the evaluation at the March 19, 2015, Board meeting and take such further action as it deems necessary and proper.

4. Working in conjunction with Board Staff, Dr. Moon shall obtain a Practice Proctor to assist him with issues of pain management and records keeping. This proctoring shall be ongoing for a period of two (2) years. The Practice Proctor is to make quarterly reports by
letter to the Board. Such reports are to be received by the Board Staff not later than two (2) weeks before the regularly scheduled meetings of the Board.

5. The Board adopts the language from the Agreed Order of the Nevada Osteopathic Board, specifically, page four (4), paragraph nine (9), one (1) and two (2) which includes:

a. Dr. Moon shall review the Model Policy on the Use of Opioid Analgesics in the Treatment of Chronic Pain published by the Federation of State Medical Boards (FSMB Policy), NRS 453.3643, and NRS 639.23507 and shall prepare written policies and procedures for his practice that conform with FSMB Policy, NRS 453.3543, and NRS 639.23507 [Policies and Procedures]. Dr. Moon shall present a draft of the Policies and Procedures to the Practice Proctor within 60 days of the effective date of this Order, and the Practice Proctor shall review the draft policies and procedures within 10 days after receiving them. The Practice Proctor may confer with Dr. Moon and the Board Staff regarding the draft policies and procedures, may make written comments and suggestions, or may indicate acceptance of the Policies and Procedures. Upon approval of the Policies and Procedures, Dr. Moon shall immediately thereafter implement them in his practice and shall assure that all other practitioners in his practice are aware of and practice according to the policies and procedures.

b. Dr. Moon will review all relevant provisions in NRS Chapter 633 and NAC Chapter 633 relating to the use of physician assistants in an osteopathic medicine practice and shall prepare Policies and Procedures relating to the use of physician assistants in an osteopathic medicine practice that will conform to the relevant statutes and regulations. The policies and procedures created under this paragraph shall be submitted to the Practice Proctor for review and approval similar to the process set out in subsection “5(a)”. Upon approval of the Policies and Procedures, Dr. Moon shall immediately thereafter implement them in his practice and shall assure that all other practitioners in his practice are aware of and practice according to the Policies and Procedures.

6. Dr. Moon shall maintain his prescribing authority, but shall be prohibited from ordering, storing, dispensing or administering any scheduled controlled dangerous substances for two (2) years from the date of this Order. Dr. Moon shall run a current PMP on each patient who receives such a prescription from him and put a copy in the patient chart.

7. Within the next twelve (12) months, Dr. Moon shall successfully complete thirty (30) hours of continuing medical education on courses in Pain Management, Proper Prescribing
of Controlled Substances, and Addictionology, The courses are to be approved by Board Staff prior to enrollment and cannot be online or correspondence courses. All expenses related to the taking of these courses shall be borne by Dr. Moon. Dr. Moon shall submit evidence of successful completion of these courses to the Board Staff. These hours may be included in the hours of continuing medical education Dr. Moon reports when renewing his license.

8. Dr. Moon shall, consistent with the Nevada Agreed Order, submit evidence of successful completion of the course on Medical Record Keeping offered by the Center for Personalized Education for Physicians (CPEP) not later than June 30, 2015.

9. Dr. Moon is limited to seeing or treating a maximum of thirty (30) patients per day until further order of the Board.

10. Dr. Moon is to pay the costs and investigation charges for this case in the amount of THIRTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS ($31,308.00). He is to make payment arrangements for this amount with Board Staff and such costs shall be paid within the three (3) years of the issuance of this Order.

11. For the next twelve months, Dr. Moon shall appear quarterly before the Board to report on his compliance status. Thereafter, Dr. Moon shall appear regularly as directed by the Board.

12. During the pendency of this probation period, Dr. Moon shall be closely monitored to determine if he is in full compliance with this Order. Dr. Moon shall also permit any representative of the Board to enter his office unannounced to determine if his practice is satisfactory and in compliance with the Osteopathic Medicine Act or for other official duties.

13. In the event Dr. Moon leaves the State of Oklahoma to practice and/or live elsewhere before this period of probation ends, this Order and the period of probation will be tolled and not continue until Dr. Moon returns to Oklahoma to live or practice osteopathic medicine.

14. Dr. Moon shall provide any prospective employer or health care facility where he practices as an osteopathic physician with a copy of this Order.

15. During this period of probation, Dr. Moon will notify the Board within seven (7) days any change in his practice address and business phone number.

16. Board Staff shall have oversight of this Order on behalf of the Board, and the authority to direct Dr. Moon to appear and provide all documents relevant to any appearance.
17. Dr. Moon is not eligible for termination of this Order until all terms and conditions of this Order have been fully satisfied.

18. This Order is a public record and therefore subject to the Oklahoma Open Records Act.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 10th day of December, 2014.

This Order becomes effective on December 31, 2014.

C. B. Pettigrew, D. O.
President
State Board of Osteopathic Examiners
Exhibit 3
IN AND BEFORE THE STATE BOARD OF OSTEOPATHIC EXAMINERS
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel.
OKLAHOMA STATE BOARD OF
OSTEOPATHIC EXAMINERS,

Petitioner,

v.

DAVID MOON, D.O.,
Osteopathic Medical License No. 2965,

Respondent.

Case No. 0413-43

INTERIM ORDER OF SUSPENSION

This matter comes on for hearing before the Oklahoma State Board of Osteopathic Examiners [Board] at a regular meeting of the Board on March 19, 2015. The Board is represented by the Special Prosecutor for the Board, Richard A. Mildren of Riggs, Abney, Neal, Turpen, Orbison & Lewis. Although noticed to appear, David Moon, D.O. [Dr. Moon] does not appear at the hearing on this date in person or by representative.

This Order is issued pursuant to the Oklahoma Osteopathic Medicine Act, 59 O.S. § 620 et. seq. and the Oklahoma Administrative Procedures Act, 75 O.S. § 250 et. seq.

On December 10, 2014, following a Hearing, the Board issued an order placing Dr. Moon on a three (3) year term of probation with conditions. The Order of Probation with Conditions [Order] requires Dr. Moon to comply with several terms and conditions. The first condition of the Order requires Dr. Moon, within three months of the Order, to complete an assessment for substance abuse. Dr. Moon is directed to consult with Board Staff to determine an appropriate assessment facility. Dr. Moon is then ordered to provide the results of the assessment to the Board and appear for possible further action on March 19, 2015. See Order, p. 3, ¶2, 3.
On February 25, 2015, a formal written Notice of Hearing was mailed to Dr. Moon. He was directed to appear on March 19, 2015 at 9:30 a.m. On March 13, 2015, Board Investigator, Tristan Walker telephoned Dr. Moon’s office to remind him of the Board Hearing. Mr. Walker spoke with Dr. Moon’s Office Manager. She took the message for Dr. Moon and inquired if Dr. Moon’s attendance was required. Mr. Walker advised it was a court proceeding and attendance was mandatory.

On March 19, 2015, the Board’s Probation docket was called and Dr. Moon failed to answer in person or appear by representative. For failing to appear for Hearing after proper notice and for violating a probation order of the Board, 59 O.S. § 637(A) (2) (I), the Board voted unanimously to SUSPEND Dr. Moon’s license until such time as he files a written request for a Hearing at a regularly scheduled meeting of the Board.

IT IS SO ORDERED AND DECREED

Dated this 19th day of March, 2015.

Effective on date of service: March 26, 2015.

[Signature]

Carl B. Pettigrew, D.O.
President
State Board of Osteopathic Examiners
L. MITCHELL JONES (U S.B, 5979)  
Assistant Attorney General  
SEAN D. REYES (U.S B 7969)  
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Salt Lake City, UT 84114-6741  
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BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING  
OF THE DEPARTMENT OF COMMERCE  
OF THE STATE OF UTAH  

IN THE MATTER OF THE LICENSE OF  
DAVID MOON  
TO PRACTICE AS A  
OSTEOPATHIC PHYSICIAN  
IN THE STATE OF UTAH  

) ) ) ) ) STIPULATION AND ORDER  
CASE NO. DOPL 2015- 97  

DAVID MOON ("Respondent") and the DIVISION OF OCCUPATIONAL AND  
PROFESSIONAL LICENSING of the Department of Commerce of the State of Utah  
("Division") stipulate and agree as follows:  

1. Respondent admits the jurisdiction of the Division over Respondent and over the  
subject matter of this action.  

# 2. Respondent acknowledges that Respondent enters into this Stipulation knowingly and  
voluntarily.
3. Respondent understands that Respondent has the right to be represented by counsel in this matter and Respondent’s signature below signifies that Respondent has either consulted with an attorney or Respondent waives Respondent’s right to counsel in this matter.

4. Respondent understands that Respondent is entitled to a hearing before the State of Utah’s Osteopathic Physician Licensing Board (“Board”), or other Division Presiding Officer, at which time Respondent may present evidence on Respondent’s own behalf, call witnesses, and confront adverse witnesses. Respondent understands that by signing this document Respondent hereby waives the right to a hearing, the right to present evidence on Respondent’s own behalf, the right to call witnesses, the right to confront adverse witnesses, and any other rights to which Respondent may be entitled in connection with said hearing. Respondent understands that by signing this document Respondent waives all rights to any administrative and judicial review as set forth in Utah Code Ann. §§ 63G-4-301 through 63G-4-405 and Utah Administrative Code R156-4-901 through R156-4-907. Respondent and the Division hereby express their intent that this matter be resolved expeditiously through stipulation as contemplated in Utah Code Ann. § 63G-4-102(4).

5. Respondent waives the right to the issuance of a Petition and a Notice of Agency Action in this matter.

6. Respondent understands that this Stipulation and Order, if adopted by the Director of the Division, will be classified as a public document. The Division may release this Stipulation and Order, and will release other information about this disciplinary action against Respondent’s license, to other persons and entities.
7. Respondent admits the following findings of fact are true:

a. Respondent was first licensed to practice as an osteopathic physician in the State of Utah on or about September 10, 1996. Respondent is not licensed to administer and prescribe controlled substances in the State of Utah.

b. On or about October 15, 2014, Respondent voluntarily entered into a Settlement Agreement and Order with the Nevada State Board of Osteopathic Medicine, which is incorporated by reference into this Stipulation and Order and attached as Exhibit A, relating to an Amended Complain for Disciplinary Action filed September 11, 2013, asserting eleven causes of action related to four general areas: (1) four causes related to Respondent’s arrest on April 17, 2013 at McCarran International Airport; (2) three causes of action related to Respondent’s recordkeeping and prescribing practices as his Las Vegas practice; (3) three causes of action related to Respondent’s supervision and use of physician assistants in his practice, and (4) one cause of action related to Respondent’s failure to provide a fingerprint card and related documents pursuant to Nevada law. The Nevada Stipulation and Order acknowledges that Respondent was not admitting that the claims had merit, but that he was in fact, pleading “no contest” to resolve the matter, thus avoiding the costs of hearing and potential subsequent litigation.

c. Respondent desires to surrender Respondent’s license to practice as an osteopathic physician in the State of Utah, along with all residual rights pertaining to said license.

8. The Division maintains that the Nevada Stipulation and Order constitutes unprofessional conduct as defined in Utah Code Ann. § 58-1-501(2)(a) and (d); and that said conduct justifies disciplinary action against Respondent’s license pursuant to Utah Code Ann. § 58-1-401(2)(a). Respondent does not admit any unprofessional conduct in Nevada but desires to avoid disciplinary proceedings in Utah and accordingly Respondent hereby surrenders Respondent’s license to practice as an osteopathic physician in the State of Utah as well as all residual rights pertaining to said license. Respondent agrees that the issuance of the Order in this matter constitutes disciplinary action by the Division pursuant to Utah Administrative Code.
R156-1-102(6) and Utah Code Ann. § 58-1-401(2)(a). Respondent agrees not to reapply for licensure as an osteopathic physician in the State of Utah until Respondent’s Nevada probation, as described in Exhibit A, is completed. The Division does not guarantee that any future application by Respondent for licensure will be granted. If the Division Director accepts the terms of this Stipulation and Order, Respondent forfeits all rights to practice as an osteopathic physician in the State of Utah. Respondent understands that Respondent will not receive any refund of license or renewal fees previously paid to the Division.

9. This Stipulation and Order, upon approval by the Director of the Division, shall be the final compromise and settlement of this non-criminal administrative matter. Respondent acknowledges that the Director is not required to accept the terms of this Stipulation and Order and that if the Director does not so, this Stipulation and the representations contained therein shall be null and void, except that the Division and Respondent waive any claim of bias or prejudgment they might otherwise have with regard to the Director by virtue of his having reviewed this Stipulation, and this waiver shall survive such nullification.

10. This document constitutes the entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties regarding the subject of this Stipulation and Order. There are no verbal agreements that modify, interpret, construe or affect this Stipulation.

11. Respondent understands that the disciplinary action taken by the Division in this Stipulation and Order may adversely affect any license that Respondent may possess in another state or any application for licensure Respondent may submit in another state.

12. If Respondent violates any term or condition of this Stipulation and Order, the
Division may take action against Respondent, including imposing appropriate sanction, in the manner provided by law.

13. Respondent has read each and every paragraph contained in this Stipulation and Order. Respondent understands each and every paragraph contained in this Stipulation and Order. Respondent has no questions about any paragraph or provision contained in this Stipulation and Order.

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

BY: 
APRIL ELLIS
Bureau Manager

DATE: 2/4/15

RESPONDENT

BY: 
DAVID MOON

DATE: 4/Feb/15
Procured by the Division

SEAN D. REYES
UTAH ATTORNEY GENERAL

BY: 
L. MITCHELL JONES
Counsel for the Division

DATE: 4/Feb/15

5
ORDER

THE ABOVE STIPULATION, in the matter of DAVID MOON, is hereby approved by the Division of Occupational and Professional Licensing, and constitutes my Findings of Fact and Conclusions of Law in this matter. The issuance of this Order is disciplinary action pursuant to Utah Administrative Code R156-1-102(6) and Utah Code Ann. § 58-1-401(2). The terms and conditions of the Stipulation are incorporated herein and constitute my final Order in this case.

DATED this 5th day of February, 2015.

[Seal]

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING

[Signature]

MARK E. STEINAGEL
Director

Investigator Bobby Mann
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF:

DAVID MOON, D.O.
License No. 705,

JAVIER AVILA, P.A.,
License No. PA-C0121,

ISAAC TUNNELL, P.A.,
License No. PA-C0160,

Respondents.

Case No. AD129001 & AD1304002

SETTLEMENT AGREEMENT AND 
ORDER WITH DAVID MOON, D.O.
NV STATE BOARD OF 
OSTEOPATHIC MEDICINE

OCT 30 2014

FILED

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Ronald Hedger, D.O. and its counsel Louis Ling hereby enters into this Settlement Agreement and Order with David Moon, D.O. (License No. 705), represented by David J Mortensen of the law firm of Alverson, Taylor, Mortensen & Sanders

RECITALS

WHEREAS, Dr. Moon has been practicing osteopathic medicine in the State of Nevada since July 13, 1994,

WHEREAS, Dr. Moon is a Diplomate of the American Academy of Pain Management,

WHEREAS, there have been no malpractice lawsuits filed against Dr. Moon, since he began practicing medicine in Nevada;

WHEREAS, prior to the within matter there have been no prior disciplinary actions taken against Dr. Moon since he began practicing medicine in Nevada,

WHEREAS, on July 31, 2013 the Board filed its Complaint for Disciplinary Action in the within action, and on September 11, 2013 the Board filed its Amended Complaint for Disciplinary Action ("Amended Complaint") in the within action,

WHEREAS, Dr. Moon has responded to the Amended Complaint and denied the allegations set forth therein

WHEREAS, the parties have agreed that the resolution of this matter without the cost and loss of productive time that would be occasioned by a full and fair hearing on the merits is in the best interests
of the parties, the Board and the patients of Nevada in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the parties stipulate and agree as follows:

TERMS OF AGREEMENT

This Agreement is made and based upon the following acknowledgments by the parties:

1. Dr. Moon acknowledges that the conduct described in the Amended Complaint for Disciplinary Action filed on September 11, 2013 in this matter, if proven at a hearing before the Board, would constitute violations of the Nevada Osteopathic Medicine Practice Act (NRS & NAC 633). In particular, Dr. Moon acknowledges that he has been charged with twelve causes of action related to four general areas: (1) four causes of action related to Moon’s arrest on April 17, 2013 at the McCarran International Airport, (2) three causes of action related to Dr. Moon’s recordkeeping and prescribing practices at his Las Vegas practice, (3) three causes of action related to Dr. Moon’s supervision and use of physician assistants in his practice, and (4) one cause of action related to Dr. Moon’s failure to provide a fingerprint card and related documents pursuant to Nevada law.

2. The Board acknowledges that Dr. Moon is not admitting that the Board’s claims have merit and, in fact, that he is pleading “no contest” to these claims to resolve this matter, thus avoiding the costs of hearing and potential subsequent litigation. Dr. Moon asserts that if this matter were to proceed to hearing, he has evidence, witnesses, expert witnesses, and defenses to the facts alleged by the Board, but for the purposes of resolving this matter and for no other purposes, Dr. Moon waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this settlement agreement.

3. Both parties acknowledge that the State of Oklahoma is pursuing its own actions against Dr. Moon based on various allegations, a majority of which stem from events which occurred here in Nevada. The Parties agree that the Board will not take any disciplinary action against Dr. Moon for any action taken by the Oklahoma State Board of Osteopathic Examiners for any allegations related to the allegations made in the Amended Complaint and resolved by this Agreement. If the Oklahoma State Board of Osteopathic Examiners imposes discipline upon Dr. Moon for allegations and charges unrelated to the allegations made in the Amended Complaint and resolved by this Agreement, the IBM and Board
staff may consider whether to pursue additional discipline in Nevada against Dr Moon for such discipline imposed by the Oklahoma State Board of Osteopathic Examiners.

4. Dr. Moon shall pay the sum of Eighty Thousand Dollars ($80,000.00) for purposes of reimbursement of various Board fees and costs for the investigation its concerns about him. Dr Moon shall make an initial payment in the amount of $5,000.00 to be received within five (5) business days of when this Settlement and Monitoring Agreement is executed by all parties. Thereafter, Dr. Moon shall pay at least $1,000.00 per month, to be received by the last day of each month beginning the next month following the receipt of the first payment under this Agreement, until (a) the amount is fully paid, or (b) Dr Moon has paid a total of $60,000.00 within 24 months from the effective date of this Settlement and Monitoring Agreement, at which point the remaining $20,000.00 will be waived. The parties recognize that this amount does not represent all of the fees incurred by the Board in this matter, however, in the spirit of resolution and compromise, the parties believe that the amount agreed to herein is a fair and reasonable payment.

5. Dr. Moon shall maintain his license on either active or inactive status while he is subject to this Agreement. Dr Moon shall comply with all laws related to the practice of osteopathic medicine, whether state or federal, whether statutory or regulatory, including NRS and NAC Chapters 633, 453, 454, 585 and 639.

6. Within nine months of the effective date of this Agreement, Dr Moon shall, at his expense and cost, take and successfully complete 15 units of approved continuing medical education related to pain management, addictionology, and the proper prescribing and use of controlled substances. Dr Moon shall provide information in writing regarding the courses he intends to take to the Board’s Investigating Board Member (IBM) in advance of taking the course, and the IBM shall notify Dr Moon in writing of approval or disapproval of such proposed courses within five days of such notification, which approval shall not be unreasonably withheld. The 15 units of continuing medical education taken under this paragraph cannot be online or correspondence courses, but may be included in the units of continuing medical education needed by Dr Moon for renewal of his license.
7. Dr. Moon shall, at his expense and cost, attend and successfully complete the Medical Record Keeping Seminar offered by the Center for Personalized Education for Physicians (CPEP) not later than June 30, 2015.

8. For any prescription drugs, including controlled substances, received from any patient or person (other than prescriptions for relatives written by another physician), Dr. Moon shall maintain, or continue to maintain, a "Sharps Container" or its equivalent for disposal of such prescription drugs. Prescription drugs received from any patient or person shall forthwith be deposited into the Sharps Container, with two signatures verifying such deposit. The Sharps Container shall be disposed of by a medical waste disposal service or other legally acceptable method (e.g., delivery to police station, etc.). Additionally, a written record with two signatures for all such deposits shall be maintained. Dr. Moon represents that no publication for which he is responsible (written, electronic, website, etc.) requests (or will request) to take back or otherwise receive prescription drugs from any patient or other person.

9. Dr. Moon's license shall be placed on probation for a period of two years from the effective date of this Settlement Agreement and Order subject to the following terms and conditions:

   (a) Within 15 days of the effective date of this Agreement, the Board shall identify one or more physicians who are board certified in and practice pain management and pain medicine who may serve as a practice monitor. The Board shall provide Dr. Moon with a list of the prospective physicians in writing, and Dr. Moon shall inform the Board within five days thereafter of any objections or concerns he has with any of the prospective physicians. The Board shall consider Dr. Moon's objections or concerns when selecting a prospective physician to serve as the practice monitor herein, but the ultimate choice of the practice monitor shall remain within the discretion of the Board. After receiving Dr. Moon's objections or concerns, or if Dr. Moon does not provide any objections or concerns as allowed herein, the Board will thereafter notify Dr. Moon in writing of the Practice Monitor it has selected. The Practice Monitor will prospectively monitor Dr. Moon's practice for compliance with the following:

   (1) Dr. Moon shall review the Model Policy on the Use of Opioid Analgesics in the Treatment of Chronic Pain published by the Federation of State Medical Boards (FSMB Policy), NRS 453 3643, and NRS 639 23507 and shall prepare written policies and procedures for his
practice that conform with FSMB Policy, NRS 453 3543, and NRS 639.23507 ("Policies and
Procedures"). Dr Moon shall present a draft of the Policies and Procedures to the Practice
Monitor within 60 days of the effective date of this Agreement, and the Practice Monitor shall
review the draft policies and procedures within 10 days after receiving them. The Practice
Monitor may confer with Dr. Moon and the IBM regarding the draft policies and procedures,
may make written comments and suggestions, or may indicate acceptance of the Policies and
Procedures. Upon approval of the Policies and Procedures, Dr Moon shall immediately
thereafter implement them in his practice and shall assure that all other practitioners in his
practice are aware of and practice according to the policies and procedures.

(2) Dr. Moon will review all relevant provisions in NRS Chapter 633 and NAC Chapter
633 relating to the use of physician assistants in an osteopathic medicine practice and shall
prepare Policies and Procedures relating to the use of physician assistants in an osteopathic
medicine practice that will conform with the relevant statutes and regulations. The policies and
procedures created under this subsection shall be submitted to the Practice Monitor for review
and approval similar to the process set out in the preceding subsection. Upon approval of the
Policies and Procedures, Dr Moon shall immediately thereafter implement them in his practice
and shall assure that all other practitioners in his practice are aware of and practice according to
the Policies and Procedures.

(b) Once Dr Moon, the Practice Monitor, and the IBM have agreed upon the Policies and
Procedures as set out in subparagraphs 9(a)(1) and 9(a)(2) above, thereafter, the Practice Monitor shall
monitor Dr Moon’s practice as follows by:

(1) For any new patients (“New Patients”) being treated for pain management or chronic
pain-related conditions or issues, Dr Moon shall provide to the Practice Monitor the names of
such new patients on a monthly basis.

(2) For such New Patients, the Practice Monitor shall be entitled to monitor as many
patient files as the Practice Monitor deems necessary to confirm that Dr Moon and his practice
are complying with the Policies and Procedures (identified in subparagraphs 9(a)(1) and 9(a)(2)
and are otherwise compliant with applicable Nevada and federal law. For purposes of 
clarification, the Practice Monitor is not required to monitor each and every patient file. Rather, 
the review of New Patient files shall be in the reasonable discretion of the Practice Monitor to 
satisfy the Practice Monitor's requirements under this Agreement.

(3) Confer with Dr. Moon regarding Dr. Moon's and his practice's treatment plans 
and New Patient files regarding the patients that Dr. Moon and his practice are treating for pain-
related conditions or issues, including discussing various treatments, modalities, and therapies 
that may work in substitution for, supplementary to, or complementary with controlled 
substances with the goal of best managing each patient's pain with the minimum necessary 
controlled substances.

(4) Observing Dr. Moon's practice at such times and under such conditions as the Practice 
Monitor determines, in consultation with Dr. Moon, will further the Practice Monitor's 
compliance with his charge and duties herein;

(5) Writing quarterly reports to the Board detailing Dr. Moon's and his practice's pain 
management practice, their compliance with Nevada and federal law, their conformance with the 
prevailing standards of practice of pain management, their progress, and any other information 
that the Practice Monitor may deem necessary for the Board to know concerning compliance with 
this Agreement and applicable Nevada and federal law.

c) Dr. Moon shall be responsible for the reasonable charges by the Practice Monitor for the 
services necessary to comply with the terms and conditions of this Agreement.

(d) Dr. Moon shall meet with the Practice Monitor upon reasonable request and shall reasonably 
cooperate with the Practice Monitor in his or her supervision, monitoring, investigation, or auditing to 
sure compliance with the terms and conditions of this Agreement. Dr. Moon shall allow the Practice 
Monitor or any employee of the Board at the direction of the Practice Monitor to enter his practice at any 
time before or after the practice's normal operating hours to monitor the practice and review any or all of 
his patient records as are reasonably necessary to fulfill the Practice Monitor's responsibility under this 
Agreement. Because the visiting of Dr. Moon’s practice will occur before or after hours, Dr. Moon shall
assure that the staff and equipment necessary to assist the Practice Monitor are readily available at the
time of the visit. For good cause, the Practice Monitor may visit or may direct the Board’s staff to visit
Dr. Moon’s practice during regular office hours. Unless there is good cause to do otherwise, the Practice
Monitor or member of the Board’s staff shall give Dr. Moon at least four hours’ advance notice of the
intent to visit the practice.

(e) If at any time Dr. Moon has failed to pay all of the fees and costs set out in paragraph #4 herein and
the Practice Monitor provides three consecutive quarterly reports regarding Dr. Moon’s practice that
acknowledge that Dr. Moon is in compliance with the terms of this Agreement, then the Board will enter
an Order of Fulfillment terminating this Agreement at its next regularly scheduled meeting. Regardless
of all other terms and conditions contained herein, the monitoring of Dr. Moon and his practice will not
terminate until all of the fees and costs ordered in paragraph #4 of this Agreement have been paid in full.

(f) If the Practice Monitor has concerns with Dr. Moon’s or his practice’s compliance herein, the
Practice Monitor shall confer with Dr. Moon regarding the concerns in order to have Dr. Moon address
the concerns through whatever means are appropriate. If Dr. Moon cannot or will not address the
Practice Monitor’s concern, the Practice Monitor shall confer with the IBM to determine a course of
action, which may include, but is not limited to, invoking paragraph #10 of this Agreement.

10. In the event Dr. Moon fails to materially comply with any term of this Agreement, the Board
may pursue any one or combination of the following remedies.

(a) The Board may notify Dr. Moon in writing of the terms with which the Board deems he has
materially failed to comply and the date by which the Board will allow Dr. Moon to cure the non-
compliance. If Dr. Moon timely cures the identified non-compliance, or has undertaken compliance and
continues to pursue compliance until satisfied, the Board will take no further action. If Dr. Moon does
not timely cure the identified non-compliance, the Board may take further action as it deems necessary
under the circumstances. The Board may direct the Practice Monitor to perform additional duties as the
Board (or IBM) director to assure compliance.
(b) Where Dr. Moon has materially failed to comply with the same term or condition under which the Board has previously notified him pursuant to paragraph 10(a), the Board may take further action as it deems necessary under the circumstances.

(c) Where the Practice Monitor and the IBM find that the public health, safety, or welfare imperatively require emergency action as a result of the non-compliance, the Board may take such action as it deems necessary under the circumstances and in accordance with applicable law, including without limitation, the suspension of Dr. Moon's license to practice osteopathic medicine in the State of Nevada without any action of the Board other than the issuance of an Order of Suspension by the Executive Director. Upon complying with the term or condition for which suspension was imposed, Dr. Moon's license will be automatically reinstated, assuming all other provisions of the Agreement are in compliance. If Dr. Moon desires and so indicates in writing within five days from the date of suspension, Dr. Moon shall be entitled to a hearing before the Board to determine whether suspension is warranted within 45 days of the issuance of the order of suspension.

(d) The Board may take further discipline by the Board, up to and potentially including revocation of his license, as a result of Dr. Moon's material failure to comply with a term or condition of this Agreement.

(e) The Board's staff may take any and all actions it deems necessary to collect any sums ordered that remain unpaid. If the Board's staff is required to pursue judicial action to effect such collections, it shall be entitled to recover its attorney's fees and costs incurred in pursuing such judicial action in the event that it prevails in any such judicial action.

ACKNOWLEDGMENTS

This Agreement is made and based upon the following acknowledgments by the parties:

1. Dr. Moon is aware of, understands, and has been advised of the effect of this Agreement, which he has carefully read and fully acknowledged. Dr. Moon consulted with and was represented by competent counsel of his choice, namely David J. Mortensen, Esq. of Alverson, Taylor, Mortensen & Sanders.
2. Dr. Moon has freely and voluntarily entered into the Agreement, and he is aware of his rights to contest the charges pending against him. These rights include representation by an attorney at his own expense, the right to a public hearing on any charges or allegations formally filed, the right to confront and cross-examine witnesses called to testify against him, the right to present evidence on his own behalf, the right to testify on his own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Moon is voluntarily waiving all these rights in exchange for the Board’s acceptance of this Agreement.

3. Should the Agreement be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Agreement or other documents or matters pertaining to the consideration of this Agreement shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration, adjudication, or resolution of these proceedings and that no Board member shall be disqualified or challenged for bias.

4. Dr. Moon for himself, his executors, administrators, successors, and assigns hereby releases and forever discharges and holds harmless the State of Nevada, the Nevada Board of Osteopathic Medicine and each of their members, agents, investigators and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suit, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Licensee ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this Agreement or its administration.

5. Dr. Moon acknowledges that the Agreement shall only become effective after both the Board and he have duly executed it, the execution of which may occur through counterparts.

6. Dr. Moon enters into this Agreement voluntarily after being fully advised of his rights and as to the consequences of this Agreement. This Agreement embodies the entire agreement reached between the Board and Dr. Moon. It may not be altered, amended, or modified without the express consent of the parties.
7. Both parties acknowledge that it is in the best interests of each to resolve this matter without a full hearing on the merits because of the cost and risk involved for each party.

8. Both parties acknowledge that the Board has jurisdiction to consider and ratify this Agreement because Dr. Moon is an osteopathic physician licensed by the Board. Dr. Moon expressly, knowingly, and intentionally waives the 21-day notice requirement contained in the Nevada Open Meeting Law and acknowledges that this Agreement may be presented to the Board for its consideration and potential ratification at the Board's meeting on October 17, 2014.

Signed this 15th Day of October, 2014.

Respondent David Moon, D.O.

By

David Moon, D.O., Respondent

Alverson, Taylor, Mortensen & Sanders

By

David J. Mortensen
Counsel for Respondent

15 Oct 2014

Louis Ling, Esq.

By

Louis Ling
Board Counsel

Nevada Board of Osteopathic Medicine

ORDER

WHEREAS, on October 17, 2014, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Agreement with David Moon, D.O. IT IS SO ORDERED

SIGNED AND EFFECTIVE this 30 day of October, 2014

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

Ricardo Almaguer, D.O., Vice Chairman and Presiding Officer