

1 **NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 In the Matter of:

) CASE NO. AD 0907068

3 SOHRAB SHAFINIA, D.O.,  
4 LICENSE NO. 947,

**NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**

5 Respondent.

NOV 03 2009

**FILED**

6 **WRITTEN NOTICE OF ENTRY OF**  
7 **"STIPULATION & ORDER OF SUSPENSION"**

8 PLEASE TAKE NOTICE that an order was entered by the Nevada State Board of  
9 Osteopathic Medicine suspending the osteopathic medical license of Sohrab Shafinia, D.O.,  
10 License No. 947, for a period of five (5) years as well as assessing a fine. A copy of the fully  
11 stipulation with order is attached hereto.

12 DATED THIS 3rd day of November, 2009.

14 NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

15 By *Dianna Hegeduis*  
16 Dianna Hegeduis, Executive Director-  
Board Counsel  
17 2860 E. Flamingo Rd., Suite D  
18 Las Vegas, NV 89121

19 **CERTIFICATE OF MAILING**

20 I hereby certify that on the 3rd day of November, 2009, I served a copy of this notice  
21 with attached Agreement & Order upon the following individuals, postage thereon prepaid,  
addressed to them at their last known address, addressed as follows:

22 Sohrab Shafinia, D.O.  
23 7655 Highland, Suite 202  
Waterford, MI 48327

24 And

25 Sohrab Shafinia, D.O.  
26 2488 Willow Beach Street  
Keego Harbor, MI 48320

27 *Sri Belor*  
28 An employee of the NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

Nevada State Board of Osteopathic Medicine  
2860 E. Flamingo Rd., Suite D • Las Vegas, NV 89121-5270  
(702) 732-2147

1 **NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 In the Matter of:

3 SOHRAB SHAFINIA, D.O.,  
4 LICENSE NO. 947,

5 Respondent.

) CASE NO. AD 0907068

**NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**

NOV 02 2009

**FILED**

6 **STIPULATION & ORDER OF SUSPENSION**

7 **I. PARTIES**

8 This Stipulation and Order of Suspension is made by and between C. Dean Milne,  
9 D.O., Investigative Board Member ("Dr. Milne" or "Investigative Board Member") for the  
10 Nevada State Board of Osteopathic Medicine ("the Board"), the Board's Counsel/Executive  
11 Director, Dianna Hegeduis, Esq., and Sohrab Shafinia, D.O. ("Dr. Shafinia" or "Respondent")  
12 (collectively referred to as "the Parties").

13 **II. RECITALS**

14 As a preamble to this Agreement, the Parties agree to the following:

- 15
- 16 A. WHEREAS, the Board, through Investigative Board Member Milne, ascertained certain  
17 information regarding a Federal Indictment filed against the said Dr. Shafinia dated  
18 February 26, 2009, alleging that he, along with others, knowingly, intentionally, and  
19 unlawfully combined, conspired, confederated and agreed to commit an offense  
20 against the United States, i.e., possession with the intent of distributing and the  
21 distribution of quantities of Schedule II, III, and IV controlled substances including but  
22 not limited to OxyContin, Lorcet/Lortab and Xanax. The information was ascertained  
23 as a result of the Board's staff due diligence in investigating its applicants/licensee.  
24 Investigative Board Member Milne later learned that a guilty plea to certain federal drug  
25 charges was entered by Respondent Shafinia on September 3, 2009.
- 26 B. Dr. Shafinia alleges that he admitted to both the Federal representatives and the  
27 Michigan State Board members that he did write prescriptions to three patients without  
28 a complete examination, and these patients were charged a nominal sum for an office  
visit with an intent to follow through with a thorough examination.
- 29 C. WHEREAS, the Board, through Investigative Board Member Milne, ascertained that  
the State of Michigan has disciplined Respondent by suspending his osteopathic  
medicine license in Michigan. Respondent entered into two documents entitled  
"Consent Order & Stipulation" dated February 5, 2009 and February 11, 2009, as a  
result of an administrative complaint being filed by Michigan against Dr. Shafinia on  
September 16, 2008.

- 1 D. WHEREAS, Respondent failed to timely notify the Board of the administrative  
2 complaint being filed against him as well as the settlement thereof in February, 2009,  
3 pursuant to NRS 633.527.
- 4 E. WHEREAS, Respondent failed to timely notify the Board that his Michigan Pharmacy  
5 Professional License was suspended on or about March 13, 2009; and failed to timely  
6 notify the Board of the voluntary surrender of his certificate with the United States Drug  
7 Enforcement Agency ("DEA") until he renewed his Nevada osteopathic medicine  
8 license in December 2008 for the year 2009.
- 9 F. WHEREAS, Respondent failed to report the administrative action taken against him by  
10 the State of Michigan on his Nevada license renewal application for 2009, submitted to  
11 the Board in December 2008.
- 12 G. NRS 633.527(1) states that an "osteopathic physician **shall** report to the Board: (a) any  
13 action for malpractice against the osteopathic physician not later than 45 days after the  
14 osteopathic physician receives service of a summons and complaint for the action;  
15 (b) any claim for malpractice against the osteopathic physician that is submitted to  
16 arbitration or mediation not later than 45 days after the claim is submitted to arbitration  
17 or mediation; (c) any settlement, award, judgment or other disposition or any action or  
18 claim described in paragraphs (a) or (b) not later than 45 days after the settlement,  
19 award, judgment or other disposition; and **(d) any sanctions imposed against the**  
20 **osteopathic physician that are reportable to the National Practitioner Data Bank**  
21 **not later than 45 days after the sanctions are imposed.** NRS 633.527(2) states that  
22 should the Board find "that an osteopathic physician has violated any provision of this  
23 section, the Board **may impose a fine of not more than \$5,000 against the**  
24 **osteopathic physician for each violation, in addition to any other fines or**  
25 **penalties permitted by law.**" (Emphasis added.) This statute was added to the law  
26 in 2003. By the use of the word "shall" by the Nevada State Legislature in this statute,  
27 the Legislature intended to mandatorily require all osteopathic physicians to report any  
28 of the four (4) events mentioned in the statute.
- H. WHEREAS, Respondent violated this statute by failing to timely notify the Board of the  
Michigan State administrative actions/suspensions and the surrender of his DEA  
certificate.
- I. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
... statement ... in applying for a license to practice osteopathic medicine or in  
applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
proceeding; and pursuant to NRS 633.651, such discipline may include public  
reprimands, the suspension of the license to practice osteopathic medicine in the State  
of Nevada, and even the revocation of the license to practice osteopathic medicine in  
the State of Nevada.
- J. WHEREAS, Respondent violated this statute by responding falsely in his renewal  
application for a Nevada osteopathic medicine license for the year 2009 concerning  
whether he had been investigated for or charged with any criminal action and/or  
investigated for or charged with the violation of any statute, rule or regulation governing  
the practice of medicine, when in fact, the Michigan's licensing board and the United  
States had already begun their investigation and/or prosecution of Respondent.
- K. WHEREAS, Respondent acknowledges that upon entering a guilty plea in the Federal  
criminal case, the acts and/or conduct alleged therein constitute unprofessional  
conduct and unethical conduct for which discipline is warranted pursuant to NRS  
633.651.

- 1 L. WHEREAS, Respondent admitted in the "Consent Order & Stipulation" he entered into  
2 with the State of Michigan that the "facts alleged in the [Michigan Administrative]  
3 Complaint are true and constitute violations of the Public Health Code" and that the  
4 "allegations of fact and law set forth in the [Michigan Administrative] Complaint are true  
5 and constitute violations" of Michigan's Public Health Code.
- 6 M. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
7 person reasonable attorney's fees and costs that are incurred by the regulatory body  
8 as part of its investigative, administrative and disciplinary proceedings against the  
9 person if the regulatory body" either enters a final order or enters into a settlement  
10 agreement.
- 11 N. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
12 Board to conduct a formal disciplinary hearing on the administrative complaint filed in  
13 this matter.
- 14 O. WHEREAS, the parties understand that this Agreement will be signed by the  
15 respective parties and will then be offered for the entire Board's approval at the next  
16 Board meeting, with the recommendation of the Investigating Board Member that this  
17 matter be settled. The Agreement shall not become effective until it has been  
18 approved by a majority of the Board and endorsed by a representative member of the  
19 Board.
- 20 P. WHEREAS, Dr. Shafinia understands that the Board is free to accept or reject this  
21 Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed  
22 and a hearing scheduled on the same. The Board members who review this matter for  
23 approval of this Agreement may be the same members who ultimately hear the  
24 disciplinary complaint if this Agreement is not approved by the Board. Dr. Shafinia  
25 hereby agrees to waive any rights he might have to challenge the impartiality of the  
26 Board to hear the disciplinary complaint, based on prior knowledge obtained by the  
27 Board through consideration of this Agreement, if after review by the Board, this  
28 Agreement is rejected. Furthermore, if the Board does not accept the Agreement, it  
shall be regarded as null and void.
- Q. WHEREAS, Dr. Shafinia acknowledges that the Board will retain jurisdiction over this  
matter until all terms and conditions set forth in this Agreement and Order have been  
met to the satisfaction of the Board.
- R. WHEREAS, Dr. Shafinia acknowledges that the Board had a reasonable basis to  
believe that the statutes and/or regulations regulating the practice of Osteopathic  
Medicine in the State of Nevada have been violated.
- S. WHEREAS, Dr. Shafinia has elected to enter into this Agreement to resolve this  
matter, and only those matters/issues raised in this document and the complaint on file  
herein.
- T. WHEREAS, Dr. Shafinia acknowledges that once accepted by the Board, this  
Agreement and all associated documentation become a matter of public record (with  
the exception of medical information related to any patient, if applicable).
- U. WHEREAS, Dr. Shafinia has had the opportunity to obtain the advice from competent  
counsel of his choice concerning the terms and conditions of this Agreement and the  
execution thereof. No coercion has been exerted upon Dr. Shafinia, nor have any  
promises been made other than those reflected in this Agreement. Dr. Shafinia freely  
and voluntarily entered into this agreement, motivated only by a desire to resolve the  
issues addressed herein. Dr. Shafinia has executed this Agreement only after a  
careful reading of it and a full understanding of all its terms.
- V. WHEREAS, Dr. Shafinia is fully aware of his rights to contest the charges pending  
against him. These rights include: representation by an attorney at his own expense,

1 the right to a public hearing on any charges or allegations filed, the right to confront  
2 and cross-examine witnesses called to testify against him, the right to present evidence  
3 on his own behalf, the right to compulsory process to secure the attendance of such  
4 witnesses, the right to testify on his own behalf, the right to receive written findings of  
5 fact and conclusions of law supporting the decision on the merits of the complaint and  
6 the right to obtain judicial review of the Board's decision. Should the Board accept this  
7 Agreement, Dr. Shafinia voluntarily waives these rights.

8 W. WHEREAS, this Agreement and Order shall be construed in accordance with the laws  
9 of the State of Nevada.

10 X. WHEREAS, this Agreement and Order contains a complete description of the  
11 agreement between the parties and it supersedes any previous agreements between  
12 the parties. All material representations, understandings and promises of the parties  
13 are contained in this Agreement. Any modifications must be set forth in writing, signed  
14 by all the parties, and approved by the Board.

15 **III. TERMS OF THE AGREEMENT**

- 16 A. Dr. Shafinia acknowledges and admits that the failure to timely report allegations  
17 pertaining to the administrative complaints filed by the osteopathic medicine  
18 licensing board for Michigan and the settlements thereof are true, and each such  
19 act is a violation of NRS chapter 633 and discipline is permissible under Nevada  
20 law.
- 21 B. Dr. Shafinia acknowledges and admits that the failure to timely report allegations  
22 pertaining to his Michigan pharmacy license being suspended are true, and that  
23 such is a violation of NRS chapter 633 and discipline is permissible under Nevada  
24 law.
- 25 C. Dr. Shafinia acknowledges and admits that he failed to accurately and truthfully  
26 answer all questions in the 2009 renewal application for Nevada, submitted in  
27 December 2008; and pursuant to Nevada law, that is unprofessional conduct.
- 28 D. Dr. Shafinia acknowledges that upon entering a guilty plea in the Federal  
Indictment against him, that the conduct and acts alleged therein are violations of  
the Board's laws and regulations pertaining to unprofessional conduct and unethical  
conduct.
- E. Dr. Shafinia acknowledges and admits that the documents he entered into  
voluntarily with the State of Michigan licensing board indicate that he admitted that  
the facts contained in the complaint are true and that his conduct/acts were in  
violation of Michigan's Public Health Code.
- F. In exchange for the Board not further pursuing the administrative complaint filed  
herein or the commencement of an administrative hearing, and Dr. Shafinia not  
pursuing subsequent reviews by the appropriate appellate Courts, the parties have  
agreed to resolve the current matters, and only such matters. Dr. Shafinia's  
Nevada State license to practice osteopathic medicine shall henceforth be  
SUSPENDED for the remainder of the calendar year 2009 and that Dr. Shafinia will  
not seek renewal of his Nevada State Osteopathic Medicine License or re-licensure  
for a period of five (5) years. Dr. Shafinia may thereafter reapply for a license in the  
State of Nevada by submitting a full application for licensure, paying the appropriate  
fees, and providing all required documents/information; and the Board shall have  
discretion at that time whether to grant licensure to Respondent Shafinia.
- G. Dr. Shafinia agrees to reimburse the Board the sum of \$7,000 for the costs of  
investigation and prosecution of this matter, and as the fine based upon the failure

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

to report. Dr. Shafinia acknowledges that his failure to pay the Board the above mentioned sums may result in the Board bringing another disciplinary action against Dr. Shafinia and/or filing the appropriate litigation in a court of law. Dr. Shafinia acknowledges that any further failure to timely report pursuant to NRS 633.527 and any further conduct/acts arising to the level of unprofessional and/or unethical conduct will be considered by the Board as violations of this Agreement and Board Order, as well as the applicable statutes.

- H. Dr. Shafinia agrees to make payments as follows: the sum of \$500.00 being due upon the execution of this agreement, and the remaining sum of \$6,500.00 upon seeking relicensing in the State of Nevada. Dr. Shafinia understands and agrees that the Board will not consider the lifting of the suspension of his license or the granting of full licensure until the above amounts have been paid and the courses above mentioned have been attended.
- I. Should Dr. Shafinia fail to satisfy and pay the indebtedness of \$7,000.00 in a timely manner as discussed herein, Dr. Shafinia understands and agrees that he will be considered in default of this Agreement, and this Agreement will be null and void, with the Respondent receiving credit for payments made to date. The Board may take whatever action it deems appropriate, including but not limited to reducing the balance to judgment pursuant to NRS chapter 353C.
- J. The Respondent, Dr. Shafinia, agrees to bear his own fees and costs, including the fees and expenses of his own attorney(s) if applicable, with respect to this Agreement and Order of Suspension.
- K. This Agreement and Order of Suspension shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, personal representatives, assigns and successors in interest of each party.
- L. This Agreement and Order of Suspension shall be construed in accordance with the laws of the State of Nevada.
- M. This settlement agreement consists of seven (7) pages and embodies the entire agreement between the Board and the osteopathic physician. It may not be altered, amended or modified without the express consent of the parties, and any subsequent alteration, amendment, or modification shall be in writing and subject to approval by the Board.
- N. In consideration for the execution of this Agreement, Dr. Shafinia hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada State Attorney General's Office, and each of their representatives, investigators, and employees, in their individual and representative capacity (collectively the State of Nevada Agencies) from any and all manner of actions, causes of actions, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law and in equity, that he may have had, now has, may have had, or claim to have against any and all of the persons and entities named in this paragraph arising out of, or by reason of, the investigation of the allegations raised in this matter, including those noted in the administrative complaint on file herein, and other matters relating thereto.
- O. Dr. Shafinia, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada State Board of Osteopathic Medicine, the Nevada Attorney General's office and each of their members, agents and employees in their individual and representative capacities against any and all claims, suits, demands, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees against any persons or entities as well as all liability, losses, and damages of any nature

1 whatsoever that the persons and entities named in this paragraph shall have or  
2 may at any time sustain or suffer by reason of this investigation, this disciplinary  
3 action, this settlement or its administration.

4 P. This document may be prepared in multiple counterparts. Each counterpart,  
5 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
6 shall be deemed an original hereof if executed by each of the Parties hereto.

7 Q. **LASTLY, by executing this agreement, Respondent Physician hereby**  
8 **expressly, knowingly, and intentionally waive the 21-working days notice**  
9 **requirement pursuant to Nevada's Open Meeting Laws and acknowledges**  
10 **that this Agreement shall be on the agenda for the Board's approval in the**  
11 **month of** NOVEMBER, 2009

12 SOHRAB SHAFINIA, D.O.

13 [Signature] D.O.

14 Osteopathic Physician

15 Dated: 10-07-09

16 NEVADA STATE BOARD OF  
17 OSTEOPATHIC MEDICINE

18 NEVADA STATE BOARD OF  
19 OSTEOPATHIC MEDICINE

20 BY: [Signature]  
21 C. Dean Milne, D.O., Vice President-  
22 Investigating Board Member

23 Dated: 10-8-09

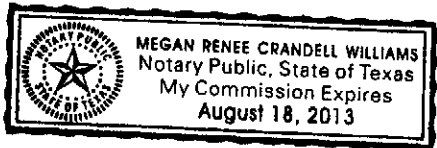
24 By [Signature]  
25 Dianna Hegeduis, Executive Director -  
26 Board Counsel

27 Dated: 10-8-09

28 ACKNOWLEDGEMENT

STATE OF TEXAS )  
MICHIGAN )  
COUNTY OF DALLAS )

On this the 7 day of OCTOBER, 2009, the said SOHRAB SHAFINIA, D.O.,  
personally appeared before me, a notary public, and signed the above document, freely and  
voluntarily, under no duress, and acknowledged to me that the contents of the above  
document are true and correct to the best of his knowledge, information, and belief.



[Signature]  
Notary Public

ORDER OF THE BOARD

IT IS HEREBY ORDERED that License No. 947 issued to SOHRAB SHAFINIA, D.O.,  
shall be, and the same is hereby SUSPENDED immediately upon execution of this order for

1 the remainder of the calendar year 2009; and that Respondent Shafinia shall not request  
2 renewal and/or re-licensure in the State of Nevada for a period of five (5) years from the date  
3 of this order pursuant to NRS 622A.410. Should Sohrab Shafinia, D.O., wish to obtain full  
4 licensure from the State of Nevada at the expiration of five (5) years, such must be  
5 accomplished pursuant to the statutes and regulations of the State of Nevada and the  
6 granting of such licensure will be at the sole discretion of the Board.

7  
8 **IT IS HEREBY ORDERED** that Sohrab Shafinia, D.O., shall pay the total sum of  
9 \$7,000 to the Board. That sum shall also include the costs and fees incurred by the Board for  
10 investigation and prosecution of this case as well as for his fine for violations of NRS 633.527,  
11 i.e., failure to timely report. Dr. Shafinia shall pay the sum of \$500 immediately upon his  
12 execution of the stipulation and the balance of \$6,500 shall be paid at the time of seeking  
13 relicensure in the State of Nevada. All payments due to the Board shall be consistent with the  
14 terms and conditions for the same as outlined in the above Agreement.

15 **IT IS FURTHER ORDERED** that should Dr. Shafinia fail to comply with any terms or  
16 conditions of this Agreement, Dr. Shafinia will be in breach of this Agreement; and this  
17 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
18 including but not limited to proceeding with the administrative action against Dr. Shafinia.  
19 Should this Agreement become null and void by Dr. Shafinia's failure to comply with terms or  
20 conditions of this Agreement, the Board may not only pursue an administrative action against  
21 Dr. Shafinia, but the Board may also seek the maximum fees, fines, and costs.

22  
23 DATED this 2 day of November, 2009.

24 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

25  
26 BY: 

27 ~~Dr. Daniel Curtis, Chairman/President of the~~  
28 ~~Board~~

DR. SCOTT E. MANTHEI, D.O.