

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 IN THE MATTER OF THE COMPLAINT)
3 AGAINST)
4 MIKE JEONG, D.O., LIC. #1024,)
5 RESPONDENT.)

Case No.: ~~XXXXXX~~ **NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

Filed: DEC 09 2009

Executive Director **FILED**

6
7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between Rota Rosaschi, MPA, Investigative Board Member ("Ms. Rosaschi" or "Investigative
11 Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through
12 the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Mike Jeong, D.O. ("Dr.
13 Jeong") (collectively referred to as "the Parties").

14 **II. RECITALS**

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

- 16
- 17 A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain
18 information regarding a prior lawsuit filed against Dr. Jeong. The information was
19 ascertained as a result of the Board's staff due diligence in investigating its
20 applicants/licenses as well as from information received directly from Dr. Jeong.
 - 21 B. WHEREAS, the Investigative Board Member alleged that, although Dr. Jeong notified
22 the Board of the filing/service of a medical malpractice case filed by patient "S.S.," he
23 failed to timely report the dismissal of the case. Such a failure is a violation of NRS
24 633.527.
 - 25 C. NRS 633.527(1) states that an "osteopathic physician **shall report** to the Board: (a)
26 any action for malpractice against the osteopathic physician **not later than 45 days**
27 **after the osteopathic physician receives service of a summons and complaint for**
28 **the action**; (b) any claim for malpractice against the osteopathic physician that is
 submitted to arbitration or mediation not later than 45 days after the claim is submitted
 to arbitration or mediation; (c) any settlement, award, judgment or other disposition or
 any action or claim described in paragraphs (a) or (b) not later than 45 days after the
 settlement, award, judgment or other disposition; and (d) any sanctions imposed
 against the osteopathic physician that are reportable to the National Practitioner Data
 Bank not later than 45 days after the sanctions are imposed. NRS 633.527(2) states
 that should the Board find "that an osteopathic physician has violated any provision of
 this section, **the Board may impose a fine of not more than \$5,000** against the
 osteopathic physician **for each violation, in addition to any other fines or penalties**

1 **permitted by law.”** (Emphasis added.) This statute was added to the law in 2003. By
2 the use of the word “shall” by the Nevada State Legislature in this statute, the
3 Legislature intended to mandatorily require all osteopathic physicians to report any of
4 the four (4) events mentioned in the statute.

- 5 D. NRS 622.400(1) states that a “regulatory body [such as this Board] may recover from a
6 person reasonable attorney’s fees and costs that are incurred by the regulatory body as
7 part of its investigative, administrative and disciplinary proceedings against the person
8 if the regulatory body” either enters a final order or enters into a settlement agreement.
- 9 E. WHEREAS, the parties have agreed to informally settle this matter, rather than
10 requiring the Board to file a formal disciplinary complaint.
- 11 F. WHEREAS, the parties understand that this Agreement will be signed by the respective
12 parties and will then be offered to the Board for the entire Board’s approval at the next
13 Board meeting, with the recommendation of the Investigating Board Member that this
14 matter be settled. The Agreement shall not become effective until it has been
15 approved by a majority of the Board and endorsed by a representative member of the
16 Board.
- 17 G. WHEREAS, Dr. Jeong understands that the Board is free to accept or reject this
18 Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed
19 and a hearing scheduled on the same. The Board members who review this matter for
20 approval of this Agreement may be the same members who ultimately hear the
21 disciplinary complaint if this Agreement is not approved by the Board. Dr. Jeong hereby
22 agrees to waive any rights he might have to challenge the impartiality of the Board to
23 hear the disciplinary complaint, based on prior knowledge obtained by the Board
24 through consideration of this Agreement, if after review by the Board, this Agreement is
25 rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded
26 as null and void.
- 27 H. WHEREAS, Dr. Jeong acknowledges that the Board will retain jurisdiction over this
28 matter until all terms and conditions set forth in this Agreement and Order have been
met to the satisfaction of the Board.
- I. WHEREAS, Dr. Jeong 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 may have been violated.
- J. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Jeong has elected to enter into this
Agreement to resolve this matter, and only the matters identified herein.
- K. WHEREAS, Dr. Jeong 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 the patient).
- L. WHEREAS, Dr. Jeong 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. Jeong, nor have any
promises been made other than those reflected in this Agreement. Dr. Jeong freely and
voluntarily entered into this agreement, motivated only by a desire to resolve the issues
addressed herein. Dr. Jeong has executed this Agreement only after a careful reading
of it and a full understanding of all its terms.
- M. WHEREAS, Dr. Jeong is fully 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 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 compulsory process to secure the attendance of such

1 witnesses, the right to testify on his own behalf, the right to receive written findings of
2 fact and conclusions of law supporting the decision on the merits of the complaint and
3 the right to obtain judicial review of the Board's decision. Should the Board accept this
4 Agreement, Dr. Jeong voluntarily waives these rights.

5 N. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
6 of the State of Nevada.

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

12 III. TERMS OF THE AGREEMENT

13 A. Dr. Jeong acknowledges that the failure to timely report allegation is true with
14 respect to the lawsuit filed by patient "S.S." and such failure to timely report is a
15 violation of NRS chapter 633 and discipline is permissible under Nevada law. In
16 exchange for the Board not pursuing an administrative action against Dr. Jeong for
17 the untimely reporting, and Dr. Jeong not pursuing subsequent reviews by the
18 appropriate appellate Courts, the parties have agreed to resolve the current matter,
19 and only this matter. Dr. Jeong will henceforth insure that all lawsuits involving him
20 will be timely and accurately reported to the Board, and the failure to do so may
21 result in the Board bringing a disciplinary action against the osteopathic medical
22 license issued by the Board to Dr. Jeong. If any lawsuit is not reported to the
23 Board, such will be in violation of this agreement as well as the applicable statutes.
24 **ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO
25 HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT
26 BEEN FILED BY THE BOARD; AND THAT THE PARTIES HAVE SIMPLY
27 AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED FOR THE NON-
28 REPORTING VIOLATIONS, I.E., NOT FOR ANY ALLEGATIONS REGARDING
UNPROFESSIONAL CONDUCT AND/OR REGARDING THE PHYSICIAN'S
COMPETENCY.**

19 B. Dr. Jeong agrees to pay the sum of Five Hundred Dollars (~~\$500.00~~) as the fine
20 imposed for having violated NRS 633.527(1) for the failure to timely report the
21 filing/service of the lawsuit. This sum **includes** all fees and costs incurred by the
22 Board up to and including the approval of this settlement agreement by the Board at
23 its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount
24 shall be payable in the amount of \$ _____ per month beginning on the ___ day
25 of _____, 2009, and such amount shall continue to be due thereafter on the
26 ___ day of each month, until the full amount of Five Hundred Dollars is paid.

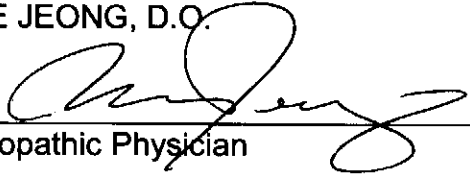
27 C. Should Dr. Jeong fail to satisfy and pay the indebtedness of \$500.00 in a timely
28 manner as discussed herein, Dr. Jeong understands and agrees that he will be
considered in default of this Agreement, and this agreement will be null and void,
with the Respondent receiving credit for payments 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.

D. The Respondent, Dr. Jeong, agrees to bear his own fees and costs, including the
fees and expenses of his own attorney(s) if applicable.

PD in
Full

- 1 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
2 the parties hereto and their respective heirs, personal representatives, assigns and
3 successors in interest of each party.
- 4 F. This Agreement and Order shall be construed in accordance with the laws of the
5 State of Nevada.
- 6 G. This settlement agreement consists of FIVE (5) pages and embodies the entire
7 agreement between the Board and the osteopathic physician. It may not be altered,
8 amended or modified without the express consent of the parties, and any
9 subsequent alteration, amendment, or modification shall be in writing and subject to
10 approval by the Board.
- 11 H. In consideration for the execution of this Agreement, Dr. Jeong hereby releases and
12 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the
13 Nevada State Attorney General's Office (as counsel for the Board), and each of
14 their representatives, investigators, and employees, in their individual and
15 representative capacity (collectively the State of Nevada Agencies) from any and all
16 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
17 and demands whatsoever known or unknown, in law and in equity, that he may
18 have had, now has, may have had, or claim to have against any and all of the
19 persons and entities named in this paragraph arising out of, or by reason of, the
20 investigation of the allegations raised in this matter, including those noted in the
21 administrative complaint on file herein, and other matters relating thereto.
- 22 I. Dr. Jeong, for himself, his heirs, executors, administrators, successors and assigns,
23 hereby indemnifies and holds harmless the State of Nevada, the Nevada State
24 Board of Osteopathic Medicine, the Nevada Attorney General's office and each of
25 their members, agents and employees in their individual and representative
26 capacities against any and all claims, suits, demands, actions, debts, damages,
27 costs, charges, and expenses, including court costs and attorney's fees against any
28 persons or entities as well as all liability, losses, and damages of any nature
whatsoever that the persons and entities named in this paragraph shall have or may
at any time sustain or suffer by reason of this investigation, this disciplinary action,
this settlement or its administration.
- J. This document may be prepared in multiple counterparts. Each counterpart,
whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
shall be deemed an original hereof if executed by each of the Parties hereto.
- K. **LASTLY**, by executing this agreement, Respondent Physician hereby expressly,
knowingly, and intentionally waive the 21-working days notice requirement pursuant
to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on
the agenda for the Board's approval in the month of DECEMBER, 2009.

MIKE JEONG, D.O.



Osteopathic Physician

Dated: 11-23-09

1 NEVADA STATE BOARD OF
2 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

3 BY: Rota Rosaschi
4 Rota Rosaschi, MPA,
Investigating Board Member

By _____
Dianna Hegeduis, Executive Director -
Board Counsel

5 Dated: 11/25/09

Dated: _____

7 **ACKNOWLEDGEMENT**

8 On this the _____ day of _____, 2009, the said MIKE JEONG, D.O.,
9 personally appeared before me, a notary public, and signed the above document, freely and
10 voluntarily, and under no duress.

11 _____
12 Notary Public

13
14 **ORDER OF THE BOARD**

15 **IT IS SO ORDERED.**

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

23 DATED this _____ day of _____, 20____.

24
25 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

26
27 BY: _____
28 Dr. Daniel K. Curtis, Chairman/President of the
Board

1 NEVADA STATE BOARD OF
2 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

3 BY: _____
4 Rota Rosaschi, MPA,
Investigating Board Member

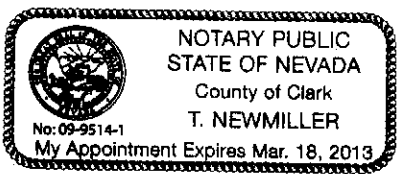
By Dianna Hegeduis
Dianna Hegeduis, Executive Director -
Board Counsel

5 Dated: _____
6

Dated: 11-24-09

7 **ACKNOWLEDGEMENT**

8 On this the 23 day of November, 2009, the said MIKE JEONG, D.O.,
9 personally appeared before me, a notary public, and signed the above document, freely and
10 voluntarily, and under no duress. *(Acknowledgement is attached to the document
titled Settlement Agreement and Order.)*



11 T. Newmiller
12 Notary Public

13 **ORDER OF THE BOARD**

14 **IT IS SO ORDERED.**

15 **IT IS FURTHER ORDERED** that should Dr. Jeong fail to comply with any terms or
16 conditions of this Agreement, Dr. Jeong 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. Jeong.
19 Should this Agreement become null and void by Dr. Jeong's failure to comply with terms or
20 conditions of this Agreement, the Board may not only pursue an administrative action against
21 Dr. Jeong, but the Board may also seek the maximum fees, fines, and costs.

22 DATED this 8th day of December 2009

23 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

24 BY: Daniel K. Curtis
25 Dr. Daniel K. Curtis, Chairman/President of the
26 Board
27
28