

1 BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE  
2 IN THE MATTER OF THE COMPLAINT )  
3 AGAINST )  
4 DENNIS LEMON, D.O., Lic. # 385 )  
5 RESPONDENT. )

NV STATE BOARD OF  
OSTEOPATHIC MEDICINE

Case No. 11-16900-2  
Filed: JAN 06 2010

**FILED**  
Executive Director

6 **SETTLEMENT AGREEMENT AND ORDER**

7 **I. PARTIES**

8 This Settlement Agreement and Order ("Agreement and Order") is made by and  
9 between S. Paul Edwards, Esq., Investigative Board Member ("Mr. Edwards" or "Investigative  
10 Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through  
11 the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Dennis Lemon, D.O.  
12 ("Dr. Lemon"), individually and through counsel, David J. Mortensen, Esq., of the law firm of  
13 Alverson Taylor Mortensen & Sanders (collectively referred to as "the Parties").  
14

15 **II. RECITALS**

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

- 17
- 18 A. WHEREAS, the Board, through Investigative Board Member Edwards, ascertained  
19 certain information regarding prior lawsuits filed against Dr. Lemon. The information  
20 was ascertained as a result of the Board's staff due diligence in investigating its  
21 applicants/licenseses.
- 22 B. WHEREAS, the Investigative Board Member alleged that Dr. Lemon failed to timely  
23 report the resolutions of two different lawsuits pertaining to two different patients, i.e.,  
24 "E.B." and "T.C." In both lawsuits, the resolutions were in favor of Dr. Lemon and  
25 against the patients. Dr. Lemon failed to timely report that the lawsuit pertaining to  
26 E.B. went to mediation. Additionally, the resolutions of the two lawsuits were not  
27 disclosed on the licensee's renewal application 2008, submitted to the Board in  
28 December 2007. According to Dr. Lemon, the matter involving "E.B." was dismissed  
through the mediation process and the lawsuit dismissed in favor of Dr. Lemon; and  
the matter involving "T.C." was dismissed against Dr. Lemon with no monies paid to  
the plaintiffs on behalf of Dr. Lemon.
- C. The failure to timely report the settlement/resolution of **EACH** of the two cases,  
although resolved in favor of the physician, and the failure to report the mediation are  
**EACH** a violation of NRS 633.527(1).

- 1 D. NRS 633.527(1) states that an "osteopathic physician **shall** report to the Board: (a) any  
2 action for malpractice against the osteopathic physician not later than 45 days after the  
3 osteopathic physician receives service of a summons and complaint for the action;  
4 (b) any claim for malpractice against the osteopathic physician that is submitted to  
5 arbitration or mediation not later than 45 days after the claim is submitted to arbitration  
6 or mediation; (c) any settlement, award, judgment or other disposition or any action or  
7 claim described in paragraphs (a) or (b) not later than 45 days after the settlement,  
8 award, judgment or other disposition; and (d) any sanctions imposed against the  
9 osteopathic physician that are reportable to the National Practitioner Data Bank not  
10 later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should  
11 the Board find "that an osteopathic physician has violated any provision of this section,  
12 the Board may impose a fine of not more than \$5,000 against the osteopathic  
13 physician **for each violation, in addition to any other fines or penalties permitted  
14 by law.**" (Emphasis added.) This statute was added to the law in 2003. By the use of  
15 the word "shall" by the Nevada State Legislature in this statute, the Legislature  
16 intended to mandatorily require all osteopathic physicians to report any of the four (4)  
17 events mentioned in the statute.
- 18 E. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false  
19 . . . statement . . . in applying for a license to practice osteopathic medicine or in  
20 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS  
21 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary  
22 proceeding; and such discipline may include fines, public reprimands, the suspension  
23 of the license to practice osteopathic medicine in the State of Nevada, and even the  
24 revocation of the license to practice osteopathic medicine in the State of Nevada.
- 25 F. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
26 person reasonable attorney's fees and costs that are incurred by the regulatory body  
27 as part of its investigative, administrative and disciplinary proceedings against the  
28 person if the regulatory body" either enters a final order or enters into a settlement  
agreement.
- G. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
Board to file a formal disciplinary complaint regarding the failure to report and the  
inaccurate/incomplete application for renewal.
- H. WHEREAS, the parties understand that this Agreement will be signed by the  
respective parties and will then be offered to the Board for the entire Board's approval  
at the next Board meeting, with the recommendation of the Investigating Board  
Member that this matter be settled. The Agreement shall not become effective until it  
has been approved by a majority of the Board and endorsed by a representative  
member of the Board.
- I. WHEREAS, Dr. Lemon understands that the Board is free to accept or reject this  
Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed  
and a hearing scheduled on the same. The Board members who review this matter for  
approval of this Agreement may be the same members who ultimately hear the  
disciplinary complaint if this Agreement is not approved by the Board. Dr. Lemon  
hereby agrees to waive any rights he might have to challenge the impartiality of the  
Board to hear the disciplinary complaint, based on prior knowledge obtained by the  
Board through consideration of this Agreement, if after review by the Board, this  
Agreement is rejected. Furthermore, if the Board does not accept the Agreement, it  
shall be regarded as null and void.

- 1 J. WHEREAS, Dr. Lemon acknowledges that the Board will retain jurisdiction over this  
2 matter until all terms and conditions set forth in this Agreement and Order have been  
3 met to the satisfaction of the Board.
- 4 K. WHEREAS, Dr. Lemon acknowledges that the Board had a reasonable basis to  
5 believe that the statutes and/or regulations regulating the practice of Osteopathic  
6 Medicine in the State of Nevada may have been violated.
- 7 L. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding  
8 and to save further costs and expenses, Dr. Lemon has elected to enter into this  
9 Agreement to resolve this matter, and this matter only.
- 10 M. WHEREAS, Dr. Lemon acknowledges that once accepted by the Board, this  
11 Agreement and all associated documentation become a matter of public record (with  
12 the exception of medical information related to any patient).
- 13 N. WHEREAS, Dr. Lemon has had the opportunity to obtain the advice from competent  
14 counsel of his choice concerning the terms and conditions of this Agreement and the  
15 execution thereof. No coercion has been exerted upon Dr. Lemon, nor have any  
16 promises been made other than those reflected in this Agreement. Dr. Lemon freely  
17 and voluntarily entered into this agreement, motivated only by a desire to resolve the  
18 issues addressed herein. Dr. Lemon has executed this Agreement only after a careful  
19 reading of it and a full understanding of all its terms.
- 20 O. WHEREAS, Dr. Lemon is fully aware of his rights to contest the charges pending  
21 against him. These rights include: representation by an attorney at his own expense,  
22 the right to a public hearing on any charges or allegations filed, the right to confront  
23 and cross-examine witnesses called to testify against him, the right to present evidence  
24 on his own behalf, the right to compulsory process to secure the attendance of such  
25 witnesses, the right to testify on his own behalf, the right to receive written findings of  
26 fact and conclusions of law supporting the decision on the merits of the complaint and  
27 the right to obtain judicial review of the Board's decision. Should the Board accept this  
28 Agreement, Dr. Lemon voluntarily waives these rights.
- P. WHEREAS, this Agreement and Order shall be construed in accordance with the laws  
of the State of Nevada.
- Q. WHEREAS, this Agreement and Order contains a complete description of the  
agreement between the parties and it supersedes any previous agreements between  
the parties. All material representations, understandings and promises of the parties  
are contained in this Agreement. Any modifications must be set forth in writing, signed  
by all the parties, and approved by the Board.

### 21 **III. TERMS OF THE AGREEMENT**

- 22 A. Dr. Lemon acknowledges that he now understands that the failure to personally and  
23 timely report allegations pertaining to the different lawsuits, although resolved in his  
24 favor, and the inaccurate-incomplete information contained within the renewal  
25 application are true and are violations of NRS chapter 633 for which discipline is  
26 permissible under Nevada law. In exchange for the Board not pursuing an  
27 administrative action and Dr. Lemon not pursuing subsequent reviews by the  
28 appropriate appellate Courts, the parties have agreed to resolve the current matter,  
and only this matter. Dr. Lemon will henceforth insure that all lawsuits involving him  
will be timely and accurately reported to the Board, whether or not resolved in his  
favor, and the failure to do so may result in the Board bringing a disciplinary action  
against the osteopathic medical license issued by the Board to Dr. Lemon. If any  
lawsuit is not reported to the Board, such will be in violation of this agreement as

1 well as the applicable statutes. **ADDITIONALLY, THE BOARD**  
2 **ACKNOWLEDGES, AND THE PARTIES DO HEREBY AGREE, THAT A**  
3 **DISCIPLINARY ACTION WILL NOT AND HAS NOT BEEN FILED BY THE**  
4 **BOARD; AND THAT THE PARTIES HAVE SIMPLY AGREED TO AN**  
5 **ADMINISTRATIVE FINE BEING ASSESSED FOR THE NON-REPORTING**  
6 **VIOLATIONS, I.E., NOT FOR ANY ALLEGATIONS REGARDING**  
7 **UNPROFESSIONAL CONDUCT AND/OR REGARDING THE PHYSICIAN'S**  
8 **COMPETENCY.**

- 9 B. Dr. Lemon agrees to pay the sum of One Thousand, Five Hundred Dollars  
10 (\$1,500.00) as the fine imposed for having violated NRS 633.527(1) for the failure  
11 to timely report the report the settlement/resolution of the two (2) different cases,  
12 the failure to timely report that one lawsuit went to mediation (although such  
13 lawsuits were resolved in Dr. Lemon's favor), **and** the filing of the inaccurate license  
14 renewal application. This sum **includes** all fees and costs incurred by the Board up  
15 to and including the approval of this settlement agreement by the Board at its next  
16 scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount shall be  
17 payable in the amount of \$500.00 per month beginning 10 days after approval of  
18 the Board's meeting on or about January 5, 2010, and such amount shall continue  
19 to be due thereafter on the 5th day of each month, until the full amount of One  
20 Thousand Five Hundred Dollars is paid.
- 21 C. Should Dr. Lemon fail to satisfy and pay the indebtedness of \$1,500.00 in a timely  
22 manner as discussed herein, Dr. Lemon understands and agrees that he will be  
23 considered in default of this Agreement, and this agreement will be null and void,  
24 with the Respondent receiving credit for payments made to date. The Board may  
25 take whatever action it deems appropriate, including but not limited to reducing the  
26 balance to judgment pursuant to NRS chapter 353C.
- 27 D. The Respondent, Dr. Lemon, agrees to bear his own fees and costs, including the  
28 fees and expenses of his own attorney(s) if applicable.
- 29 E. This Agreement and Order shall inure to the benefit of and be binding upon each of  
30 the parties hereto and their respective heirs, personal representatives, assigns and  
31 successors in interest of each party.
- 32 F. This Agreement and Order shall be construed in accordance with the laws of the  
33 State of Nevada.
- 34 G. This settlement agreement consists of six (6) pages and embodies the entire  
35 agreement between the Board and the osteopathic physician. It may not be  
36 altered, amended or modified without the express consent of the parties, and any  
37 subsequent alteration, amendment, or modification shall be in writing and subject to  
38 approval by the Board.
- 39 H. In consideration for the execution of this Agreement, Dr. Lemon hereby releases  
40 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
41 and the Nevada State Attorney General's Office as counsel for the Board, and each  
42 of their representatives, investigators, and employees, in their individual and  
43 representative capacity (collectively the State of Nevada Agencies) from any and all  
44 manner of actions, causes of actions, suits, debts, judgments, executions, claims,  
45 and demands whatsoever known or unknown, in law and in equity, that he may  
46 have had, now has, may have had, or claim to have against any and all of the  
47 persons and entities named in this paragraph arising out of, or by reason of, the  
48 investigation of the allegations raised in this matter.

...

- 1 I. Dr. Lemon, for himself, his heirs, executors, administrators, successors and  
 2 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada  
 3 State Board of Osteopathic Medicine, the Nevada Attorney General's office and  
 4 each of their members, agents and employees in their individual and representative  
 5 capacities against any and all claims, suits, demands, actions, debts, damages,  
 6 costs, charges, and expenses, including court costs and attorney's fees against any  
 7 persons or entities as well as all liability, losses, and damages of any nature  
 8 whatsoever that the persons and entities named in this paragraph shall have or  
 9 may at any time sustain or suffer by reason of this investigation, this settlement or  
 10 its administration.
- 11 J. This document may be prepared in multiple counterparts. Each counterpart,  
 12 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
 13 shall be deemed an original hereof if executed by each of the Parties hereto.
- 14 K. LASTLY, by executing this agreement, Respondent Physician hereby expressly,  
 15 knowingly, and intentionally waive the 21-working days notice requirement pursuant  
 16 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on  
 17 the agenda for the Board's approval in the month of JANUARY, 2010.

11 DENNIS LEMON, D.O.

12 Dennis Lemon  
 13 Osteopathic Physician  
 14 License # 385  
 15 Dated: 12/10/2009

ALVERSON, TAYLOR, MORTENSEN &  
 SANDERS

12 By David J. Mortensen  
 13 David J. Mortensen, Esq.  
 14 Attorney for LEMON  
 15 Dated: 12/11/09

16 NEVADA STATE BOARD OF  
 17 OSTEOPATHIC MEDICINE

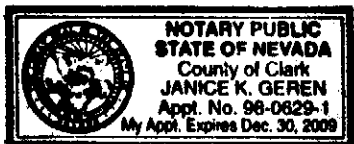
18 BY: S. Paul Edwards  
 19 S. Paul Edwards, Esq.,  
 20 Investigating Board Member  
 21 Dated: \_\_\_\_\_

NEVADA STATE BOARD OF  
 OSTEOPATHIC MEDICINE

18 By Dianna Hegeduis  
 19 Dianna Hegeduis, Executive Director -  
 20 Board Counsel  
 21 Dated: 1-5-2010

22 **ACKNOWLEDGEMENT**

23 On this the 10 day of DECEMBER, 2009, the said DENNIS LEMON, D.O.,  
 24 personally appeared before me, a notary public, and signed the above document, freely and  
 25 voluntarily, under no duress.



27 Janice K. Geren  
 28 Notary Public

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 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 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 \_\_\_\_\_, 20\_\_\_\_.

DENNIS LEMON, D.O.

ALVERSON, TAYLOR, MORTENSEN & SANDERS

Osteopathic Physician  
License # 385  
Dated: \_\_\_\_\_

By \_\_\_\_\_  
David J. Mortensen, Esq.  
Attorney for LEMON  
Dated: \_\_\_\_\_

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: S. Paul Edwards  
S. Paul Edwards, Esq.,  
Investigating Board Member  
Dated: 12/31/09

By \_\_\_\_\_  
Dianna Hegeduis, Executive Director -  
Board Counsel  
Dated: \_\_\_\_\_

**ACKNOWLEDGEMENT**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, the said DENNIS LEMON, D.O., personally appeared before me, a notary public, and signed the above document, freely and voluntarily, under no duress.

\_\_\_\_\_  
Notary Public

**ORDER OF THE BOARD**

**IT IS SO ORDERED.**

**IT IS FURTHER ORDERED** that should Dr. Lemon fail to comply with any terms or conditions of this Agreement, Dr. Lemon will be in breach of this Agreement; and this


ORDER OF THE BOARD

IT IS SO ORDERED.

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

DATED this 5<sup>th</sup> day of January, 2010

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY:   
DANIEL CURTIS, D.O., President Chairman  
of the Board

1 BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE  
2 IN THE MATTER OF THE COMPLAINT  
3 AGAINST  
4 DENNIS LEMON, D.O., Lic. # 385  
5 RESPONDENT.

Case No: MA0903028  
NV STATE BOARD OF  
OSTEOPATHIC MEDICINE

Filed: JAN 06 2010

Executive Director **FILED**

6 **WRITTEN NOTICE OF APPROVAL OF SETTLEMENT AGREEMENT**  
7 **AND ENTRY OF ORDER**

8 PLEASE TAKE NOTICE that on the 1st day of January, 2010, I served a copy of the  
9 approved settlement agreement upon the following parties, a copy of which agreement is  
10 attached hereto, at their last known address, postage thereon prepaid, addressed as follows:

11 DAVID J. MORTENSEN, ESQ.  
12 7401 W. Charleston Blvd.  
13 Las Vegas, NV 89117  
14 Attorneys for Respondent



15 An employee of the Nevada State Board of  
16 Osteopathic Medicine