

1           **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**  
2   IN THE MATTER OF THE COMPLAINT            }  
3   AGAINST    }  
4   NADER ROUHANI, D.O., LIC. # 1053           }  
5                    RESPONDENT.                 }

**NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**  
Case No.: MA0906062  
AUG 04 2009

Filed: **FILED**  
*D. Hegeduis*  
Executive Director

6  
7    **SETTLEMENT AGREEMENT AND ORDER**

8           **I. PARTIES**

9           This Settlement Agreement and Order ("Agreement and Order") is made by and  
10   between Lisa Miller-Roche, Esq., Investigative Board Member ("Ms. Miller-Roche" or  
11   "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the  
12   Board") through the Board's Counsel/Executive Director, Dianna Hegeduis, Esq., and Nader  
13   Rouhani, D.O. ("Dr. Rouhani") (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 Investigative Board Member Miller-Roche, ascertained  
18   certain information regarding a prior lawsuit filed against Dr. Rouhani. The information  
19   was ascertained as a result of the Board's staff due diligence in investigating its  
20   applicants/licensees.
- 21   B. WHEREAS, the Investigative Board Member alleged that Dr. Rouhani failed to report a  
22   lawsuit being filed regarding a patient with the initials of "D.C." and such failure is a  
23   violation of NRS 633.527. The Investigative Board Member does note that such  
24   information was contained within Dr. Rouhani's license renewal application for the  
25   appropriate year. Documentation was also provided that the Nevada State Board of  
26   Medical Examiners ("BME") was notified on or about June 4, 2008, of the litigation.  
27   The BME also has a 45-day notice requirement. Dr. Rouhani was served in February  
28   and on February 26, 2008, a motion to dismiss was filed in the lawsuit on behalf of Dr.  
Rouhan. Thus, the notification of June 4, 2008, did not timely meet the notice  
requirement statute of either medical licensing board.
- C. NRS 633.527(1) states that an "osteopathic physician **shall** report to the Board: (a) any  
action for malpractice against the osteopathic physician not later than 45 days after the  
osteopathic physician receives service of a summons and complaint for 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,

1 award, judgment or other disposition; and (d) any sanctions imposed against the  
2 osteopathic physician that are reportable to the National Practitioner Data Bank not  
3 later than 45 days after the sanctions are imposed. NRS 633.527(2) states that should  
4 the Board find "that an osteopathic physician has violated any provision of this section,  
5 **the Board may impose a fine of not more than \$5,000** against the osteopathic  
6 physician **for each violation, in addition to any other fines or penalties permitted**  
7 **by law.**" (Emphasis added.) This statute was added to the law in 2003. By the use of  
8 the word "shall" by the Nevada State Legislature in this statute, the Legislature  
9 intended to mandatorily require all osteopathic physicians to report any of the four (4)  
10 events mentioned in the statute.

- 11 D. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a  
12 person reasonable attorney's fees and costs that are incurred by the regulatory body as  
13 part of its investigative, administrative and disciplinary proceedings against the person  
14 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 15 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
16 Board to file a formal disciplinary complaint.
- 17 F. WHEREAS, the parties understand that this Agreement will be signed by the respective  
18 parties and will then be offered to the Board for the entire Board's approval at the next  
19 Board meeting, with the recommendation of the Investigating Board Member that this  
20 matter be settled. The Agreement shall not become effective until it has been  
21 approved by a majority of the Board and endorsed by a representative member of the  
22 Board.
- 23 G. WHEREAS, Dr. Rouhani understands that the Board is free to accept or reject this  
24 Agreement and, if rejected by the Board, a formal disciplinary complaint will be filed  
25 and a hearing scheduled on the same. The Board members who review this matter for  
26 approval of this Agreement may be the same members who ultimately hear the  
27 disciplinary complaint if this Agreement is not approved by the Board. Dr. Rouhani  
28 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.
- H. WHEREAS, Dr. Rouhani 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.
- I. WHEREAS, Dr. Rouhani 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. Rouhani has elected to enter into this  
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Rouhani 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. Rouhani 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. Rouhani, nor have any  
promises been made other than those reflected in this Agreement. Dr. Rouhani freely  
and voluntarily entered into this agreement, motivated only by a desire to resolve the

1 issues addressed herein. Dr. Rouhani has executed this Agreement only after a  
2 careful reading of it and a full understanding of all its terms.

3 M. WHEREAS, Dr. Rouhani is fully aware of his rights to contest the charges pending  
4 against him. These rights include: representation by an attorney at his own expense,  
5 the right to a public hearing on any charges or allegations filed, the right to confront and  
6 cross-examine witnesses called to testify against him, the right to present evidence on  
7 his own behalf, the right to compulsory process to secure the attendance of such  
8 witnesses, the right to testify on his own behalf, the right to receive written findings of  
9 fact and conclusions of law supporting the decision on the merits of the complaint and  
10 the right to obtain judicial review of the Board's decision. Should the Board accept this  
11 Agreement, Dr. Rouhani voluntarily waives these rights.

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

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

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

20 A. Dr. Rouhani acknowledges that if the failure to report allegations were true, then  
21 each such act (failure to timely report the lawsuit and failure to timely report the  
22 settlement) would be a violation of NRS chapter 633 and discipline would be  
23 permissible under Nevada law. In exchange for the Board not pursuing an  
24 administrative action and Dr. Rouhani not pursuing subsequent reviews by the  
25 appropriate Courts, the parties have agreed to resolve the current matter, and only  
26 this matter. Dr. Rouhani will henceforth insure that all lawsuits involving himself will  
27 be timely and accurately reported to the Board, and the failure to do so may result in  
28 the Board bringing a disciplinary action against the osteopathic medical license  
issued by the Board to Dr. Rouhani. If any lawsuit is not reported to the Board,  
such will be in violation of this agreement as well as the applicable statutes.

B. Dr. Rouhani agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine  
imposed for having violated NRS 633.527(1) for the failure to timely report the  
filing/service of the lawsuit. This sum **includes** all fees and costs incurred by the  
Board up to and including the approval of this settlement agreement by the Board at  
its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount  
shall be payable at the time of the execution of this agreement.


C. Should Dr. Rouhani fail to satisfy and pay the indebtedness of \$500.00 in a timely  
manner as discussed herein, Dr. Rouhani 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. Rouhani, agrees to bear his own fees and costs, including the  
fees and expenses of his own attorney(s) if applicable.

E. This Agreement and Order 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.

- 1 F. This Agreement and Order shall be construed in accordance with the laws of the  
State of Nevada.
- 2 G. This settlement agreement consists of five (5) pages and embodies the entire  
3 agreement between the Board and the osteopathic physician. It may not be altered,  
4 amended or modified without the express consent of the parties, and any  
5 subsequent alteration, amendment, or modification shall be in writing and subject to  
6 approval by the Board.
- 7 H. In consideration for the execution of this Agreement, Dr. Rouhani hereby releases  
8 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
9 and the Nevada State Attorney General's Office (as counsel for the Board), and  
10 each of their representatives, investigators, and employees, in their individual and  
11 representative capacity (collectively the State of Nevada Agencies) from any and all  
12 manner of actions, causes of actions, suits, debts, judgments, executions, claims,  
13 and demands whatsoever known or unknown, in law and in equity, that he may  
14 have had, now has, may have had, or claim to have against any and all of the  
15 persons and entities named in this paragraph arising out of, or by reason of, the  
16 investigation of the allegations raised in this matter, including those noted in the  
17 administrative complaint on file herein, and other matters relating thereto.
- 18 I. Dr. Rouhani, for himself, his heirs, executors, administrators, successors and  
19 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada  
20 State Board of Osteopathic Medicine, the Nevada Attorney General's office and  
21 each of their members, agents and employees in their individual and representative  
22 capacities against any and all claims, suits, demands, actions, debts, damages,  
23 costs, charges, and expenses, including court costs and attorney's fees against any  
24 persons or entities as well as all liability, losses, and damages of any nature  
25 whatsoever that the persons and entities named in this paragraph shall have or may  
26 at any time sustain or suffer by reason of this investigation, this disciplinary action,  
27 this settlement or its administration.
- 28 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.

NADER ROUHANI, D.O.

  
\_\_\_\_\_  
Osteopathic Physician

License # 1053

Dated: 7/21/09

HUTCHISON & STEFFEN

By   
\_\_\_\_\_  
L. Kristopher Rath, Esq.

Attorney for ROUHANI

Dated: 7/21/09

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

BY: \_\_\_\_\_

Lisa Miller-Roche, Esq.  
Investigating Board Member

Dated: \_\_\_\_\_

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

By \_\_\_\_\_

Dianna Hegeduis, Executive Director -  
Board Counsel

Dated: \_\_\_\_\_

- 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. Rouhani hereby releases  
 12 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,  
 13 and the Nevada State Attorney General's Office (as counsel for the Board), and  
 14 each of 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. Rouhani, for himself, his heirs, executors, administrators, successors and  
 23 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada  
 24 State Board of Osteopathic Medicine, the Nevada Attorney General's office and  
 25 each of 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.

21 NADER ROUHANI, D.O.

HUTCHISON & STEFFEN

22 \_\_\_\_\_  
 Osteopathic Physician

By \_\_\_\_\_

23 License # 1053

L. Kristopher Rath, Esq.

Dated: \_\_\_\_\_

Attorney for ROUHANI

Dated: \_\_\_\_\_

24 NEVADA STATE BOARD OF  
 25 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
 OSTEOPATHIC MEDICINE

26 BY *Lisa Miller-Roche*

By *Dianna Hegeduis*

Lisa Miller-Roche, Esq.

Dianna Hegeduis, Executive Director -

Investigating Board Member

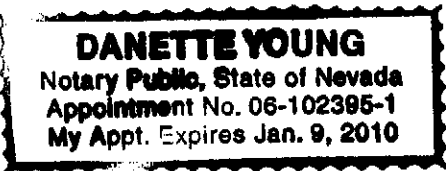
Board Counsel

Dated: 7-22-09

Dated: 7-22-09

**ACKNOWLEDGEMENT**

1 On this the 21<sup>st</sup> day of July, 2009, the said NADER ROUHANI, D.O.,  
2 personally appeared before me, a notary public, and signed the above document, freely and  
3 voluntarily, under no duress.



4 Danette Young  
5 Notary Public

**ORDER OF THE BOARD**

7  
8 **IT IS SO ORDERED.**

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

16 DATED this 4<sup>th</sup> day of August, 2009.

18 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

19 BY: [Signature]  
20 Dr. Daniel Curtis, Chairman/President of the  
21 Board