

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER INVOLVING)

3 LILIANA RUIZ-LEON, D.O.,)
4 License No. 1263)

5 **RESPONDENT.**)

Case No.: MA1003015

Filed: **NV STATE BOARD OF
OSTEOPATHIC MEDICINE**

MAY 05 2010

6 **SETTLEMENT AGREEMENT AND ORDER FILED**

7 **I. PARTIES**

8 This Settlement Agreement and Order ("Agreement and Order") is made by and
9
10 between Daniel K. Curtis, D.O., Investigative Board Member ("Dr. Curtis" 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 Liliana Ruiz-Leon, D.O.
13 ("Dr. Ruiz-Leon") (collectively referred to as "the Parties").

14 **II. RECITALS**

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

- 16 A. WHEREAS, the Board, through Investigative Board Member, ascertained certain
- 17 information regarding litigation filed against Dr. Ruiz-Leon. The information was
- 18 ascertained as a result of the Board's staff due diligence in investigating its
- 19 applicants/licensees.
- 20 B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows:
- 21 (1) Re: patient "S." Respondent failed to timely report the March 2006 dismissal of the
- 22 lawsuit filed in California. Additionally, physician responded incorrectly in the 2007
- 23 renewal application submitted in 2006 concerning the status of medical malpractice
- 24 cases; i.e., physician responded "no" and the correct response should have been "yes"
- 25 there was a settlement of a case. The IBM has alleged all such failures are violations
- 26 of NRS chapter 633 as discussed hereinafter.
- 27 C. NRS 633.527(1) states that a licensed "osteopathic physician **shall report** to the
- 28 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, 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

1 this section, **the Board may impose a fine of not more than \$5,000** against the
2 osteopathic physician **for each violation, in addition to any other fines or penalties**
3 **permitted by law.** (Emphasis added.) This statute was added to the law in 2003. By
4 the use of the word "shall" by the Nevada State Legislature in this statute, the
5 Legislature intended to mandatorily require all osteopathic physicians to report any of
6 the four (4) events mentioned in the statute.

- 7 D. NRS 633.131(1) defines "unprofessional conduct" as including "willfully making a false
8 . . . statement . . . in applying for a license to practice osteopathic medicine or in
9 applying for renewal of a license to practice osteopathic medicine." Pursuant to NRS
10 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary
11 proceeding; and such discipline may include public reprimands, the suspension or
12 revocation of the license to practice osteopathic medicine in the State of Nevada, and
13 an assessment of a fine not to exceed \$5,000 per violation.
- 14 E. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
15 person reasonable attorney's fees and costs that are incurred by the regulatory body as
16 part of its investigative, administrative and disciplinary proceedings against the person
17 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 18 F. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
19 Board to file a formal disciplinary complaint.
- 20 G. WHEREAS, the parties understand that this Agreement will be signed by the respective
21 parties and will then be offered to the Board for the entire Board's approval at the next
22 Board meeting, with the recommendation of the Investigating Board Member that this
23 matter be settled. The Agreement shall not become effective until it has been
24 approved by a majority of the Board and an order entered by the Board.
- 25 H. WHEREAS, Dr. Ruiz-Leon understands that the Board is free to accept or reject this
26 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed
27 and a hearing scheduled on the same. The Board members who review this matter for
28 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. Ruiz-Leon
hereby agrees to waive any rights she 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.
- I. WHEREAS, Dr. Ruiz-Leon 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.
- J. WHEREAS, Dr. Ruiz-Leon 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.
- K. WHEREAS, in order to resolve the matter prior to it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Ruiz-Leon has elected to enter into this
Agreement to resolve this matter, and this matter only.
- L. WHEREAS, Dr. Ruiz-Leon 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).
- M. WHEREAS, Dr. Ruiz-Leon has had the opportunity to obtain the advice from competent
counsel of her choice concerning the terms and conditions of this Agreement and the
execution thereof. No coercion has been exerted upon Dr. Ruiz-Leon, nor have any
promises been made other than those reflected in this Agreement. Dr. Ruiz-Leon freely

1 and voluntarily entered into this agreement, motivated only by a desire to resolve the
2 issues addressed herein. Dr. Ruiz-Leon has executed this Agreement only after a
3 careful reading of it and a full understanding of all its terms.

- 4 N. WHEREAS, Dr. Ruiz-Leon is fully aware of her rights to contest the charges pending
5 against her. These rights include: representation by an attorney at her own expense,
6 the right to a public hearing on any charges or allegations filed, the right to confront and
7 cross-examine witnesses called to testify against her, the right to present evidence on
8 her own behalf, the right to compulsory process to secure the attendance of such
9 witnesses, the right to testify on her own behalf, the right to receive written findings of
10 fact and conclusions of law supporting the decision on the merits of the complaint and
11 the right to obtain judicial review of the Board's decision. Should the Board accept this
12 Agreement, Dr. Ruiz-Leon voluntarily waives these rights.
- 13 O. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
14 of the State of Nevada.
- 15 P. WHEREAS, this Agreement and Order contains a complete description of the
16 agreement between the parties and it supersedes any previous agreements between
17 the parties. All material representations, understandings and promises of the parties
18 are contained in this Agreement. Any modifications must be set forth in writing, signed
19 by all the parties, and approved by the Board.

12 III. TERMS OF THE AGREEMENT

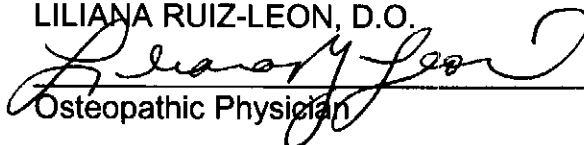
- 13 A. Dr. Ruiz-Leon acknowledges that the failure to report allegations are true, and each
14 such act (failure to timely report and/or inaccurate information in renewal
15 application) is a violation of NRS chapter 633 for which discipline is permissible
16 under Nevada law. In exchange for the Board not pursuing an administrative action
17 on the non-reporting allegations, and Dr. Ruiz-Leon not pursuing subsequent
18 reviews by the appropriate appellate courts, the parties have agreed to resolve the
19 current matter, and only this matter. Dr. Ruiz-Leon will henceforth insure that all
20 lawsuits involving her will be timely and accurately reported to the Board, and the
21 failure to do so may result in the Board bringing a disciplinary action against the
22 osteopathic medical license issued by the Board to Dr. Ruiz-Leon. If any lawsuit is
23 not reported to the Board, such will be in violation of this agreement as well as the
24 applicable statutes. **ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND
25 THE PARTIES DO HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL
26 NOT AND HAS NOT BEEN FILED BY THE BOARD; AND THAT THE PARTIES
27 HAVE SIMPLY AGREED TO AN ADMINISTRATIVE FINE BEING ASSESSED
28 SOLELY FOR THE NON-REPORTING VIOLATIONS.**
- 29 B. Dr. Ruiz-Leon agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine
30 imposed for having violated NRS 633.527(1) for the failure to timely report the
31 settlement of the lawsuit. This sum includes all fees and costs incurred by the
32 Board up to and including the approval of this settlement agreement by the Board at
33 its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount
34 shall be payable in monthly installments of \$250.00 each with the first payment
35 being due on the _____ day of _____, 2010, and a like payment
36 being due on the _____ day of each month thereafter until said amount is paid.
37 Should Dr. Ruiz-Leon fail to satisfy and pay the indebtedness of \$500.00 in a timely
38 manner as discussed herein, Dr. Ruiz-Leon understands and agrees that she will be
39 considered in default of this Agreement, and this agreement will be null and void,
40 with the Respondent receiving credit for payments made to date. The Board may

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1 take whatever action it deems appropriate, including but not limited to reducing the
2 balance to judgment pursuant to NRS chapter 353C.

- 3 D. The Respondent, Dr. Ruiz-Leon, agrees to bear her own fees and costs, including
4 the fees and expenses of her own attorney(s) if applicable.
- 5 E. This Agreement and Order shall inure to the benefit of and be binding upon each of
6 the parties hereto and their respective heirs, personal representatives, assigns and
7 successors in interest of each party.
- 8 F. This Agreement and Order shall be construed in accordance with the laws of the
9 State of Nevada.
- 10 G. This settlement agreement consists of five (5) pages and embodies the entire
11 agreement between the Board and the osteopathic physician. It may not be altered,
12 amended or modified without the express consent of the parties, and any
13 subsequent alteration, amendment, or modification shall be in writing and subject to
14 approval by the Board.
- 15 H. In consideration for the execution of this Agreement, Dr. Ruiz-Leon hereby releases
16 and forever discharges the State of Nevada, the Board of Osteopathic Medicine,
17 and the Nevada Attorney General's Office (as Board counsel), and each of their
18 representatives, investigators, and employees, in their individual and representative
19 capacity (collectively the State of Nevada Agencies) from any and all manner of
20 actions, causes of actions, suits, debts, judgments, executions, claims, and
21 demands whatsoever known or unknown, in law and in equity, that she may have
22 had, now has, may have had, or claim to have against any and all of the persons
23 and entities named in this paragraph arising out of, or by reason of, the investigation
24 of the allegations raised in this matter, and other matters relating thereto.
- 25 I. Dr. Ruiz-Leon, for herself, her heirs, executors, administrators, successors and
26 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada
27 State Board of Osteopathic Medicine, the Nevada Attorney General's office and
28 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
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 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 Board's agenda for approval in the month of May, 2010.

LILIANA RUIZ-LEON, D.O.


Osteopathic Physician

Dated: 6 April 2010

