BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT
AGAINST
PETER J. LICATA, D.O.,
RESPONDENT.

SETTLEMENT AGREEMENT AND ORDER

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between Lisa Miller Roche, Esq., Investigative Board Member ("Ms. Roche" or "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through their counsel, Dianna Hegedus, Sr. Deputy Attorney General, of the Nevada Attorney General's Office and Peter J. Licata, D.O. ("Dr. Licata" or "Respondent") through his attorney of record, Margaret Stanish, Esq. (collectively referred to as "the Parties").

II. RECITALS

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

A. WHEREAS, the Board, through Investigative Board Member Ms. Roche filed a complaint ("Complaint") in this action. The Complaint resulted from the Board's staff's determination that Dr. Licata's license renewal application did not indicate that he was charged and convicted of a federal misdemeanor on or about November 22, 2006; to wit: failure to pay over tax, in violation of Title 18, United States Code, Section 7215(a).

B. WHEREAS, the Board, through the Investigating Board Member, has more specifically alleged that (1) Dr. Licata has violated NRS chapter 633 by renewing his osteopathic medicine license without mentioning the criminal case, (2) that failing to pay over federal employment taxes may constitute unprofessional and/or unethical conduct, and (3) that Dr. Licata has further violated NRS chapter 633 by willfully failing to submit his fingerprints after receipt of the disciplinary complaint.

C. WHEREAS, Dr. Licata denies the above allegations and can offer reasonable explanations for the alleged conduct. The parties, however, have agreed to settle this matter as described herein and the previously scheduled Hearing has been cancelled pending the execution of this Agreement by the parties.

D. 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 Board meeting in May 2009, 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.

E. WHEREAS, Dr. Licata understands that the Board is free to accept or reject this Agreement and, if rejected by the Board, a formal disciplinary hearing on the complaint against Dr. Licata may be rescheduled. 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. Licata 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.

F. WHEREAS, Dr. Licata 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.

G. WHEREAS, and without admitting to the allegations raised by the Board and to save further costs and expenses, Dr. Licata acknowledges that the Board had a reasonable basis to believe that he failed to file a record and/or report required by law, that is, a 2007 renewal application that disclosed his 2006 misdemeanor conviction for failure to pay federal employment taxes. Dr. Licata agrees to abide by all rules governing the practice of osteopathic medicine in the State of Nevada.

H. WHEREAS, Dr. Licata acknowledges that once accepted by the Board, this Agreement and all associated documentation become a matter of public record.

I. WHEREAS, Dr. Licata 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. Licata, nor have any promises been made other than those reflected in this Agreement. Dr. Licata freely and voluntarily entered into this agreement, motivated only by a desire to resolve the issues addressed herein. Dr. Licata has executed this Agreement only after a careful reading of it and a full understanding of all its terms.

J. WHEREAS, Dr. Licata 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 witnesses, the right to testify on his own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the complaint and the right to obtain judicial review of the Board’s decision. Should the Board accept this Agreement, Dr. Licata voluntarily waives these rights.

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

L. 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.
III. TERMS OF THE AGREEMENT

A. Dr. Licata acknowledges that if the allegations raised by the Board were true, after proven at an administrative hearing and reviewed by the appropriate Courts, each such act would be a violation of NRS chapter 633 and substantial discipline would be warranted. In exchange for the Board not pursuing the administrative action and Dr. Licata not pursuing subsequent reviews by the appropriate appellate Courts, the parties have agreed to resolve the current Complaint. Dr. Licata will henceforth submit accurate and complete license renewal applications to the Board. The failure to do so will constitute a violation of this agreement and the Board may, in its discretion, bring an action to revoke Dr. Licata’s osteopathic medical license.

B. Dr. Licata agrees to pay the sum of Five Thousand Dollars ($5,000.00) as fines and/or penalties for not reporting the lawsuit. The amount of $500.00 shall be paid upon execution of this agreement by the parties, as it is expected that the Board will vote on this Settlement Agreement at its Board meeting scheduled for May 5, 2009. Dr. Licata also agrees to pay the additional sum of $1,500.00 as attorney’s fees and costs incurred in the prosecution of this action pursuant to NAC 633.470. The balance due and owing on the fines/penalties and the attorney’s fees and costs in the total amount of $6,500.00 shall be payable to the Board in monthly installments of $750.00, with each such installment being due in the Board’s offices on the 15th day of each month until the entire amount is paid in full, with the payments beginning on the 15th day of May, 2009.

C. Dr. Licata further agrees and acknowledges that the Board will issue a public reprimand as part of the discipline issued as a result of the complaint filed in this matter. The public reprimand will be posted on the Board’s website for a period of ninety (90) days after this agreement is approved by the entire Board and a copy of the same will be placed in the file maintained by the Board on their licensee, Peter J. Licata, D.O.

D. Should Dr. Licata fail to satisfy and pay the indebtedness described above in a timely manner as discussed herein, Dr. Licata 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.

E. Should Dr. Licata fail to satisfy and pay the indebtedness described in Paragraph B of the Terms of the Agreement in a timely manner as discussed herein, Dr. Licata understands and agrees that the Board may pursue the remaining allegations set forth in the complaint against him as well as a new charge of failure to comply with an order of this Board.

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

G. 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.

H. This Agreement and Order shall be construed in accordance with the laws of the State of Nevada.

I. This settlement agreement consists of five (5) pages and embodies the entire agreement between the Board and the Respondent. 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.

J. In consideration for the execution of this Agreement, Dr. Licata 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.

K. Dr. Licata, 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 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.

L. 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.

_____________________________
PETER J. LICATA, D.O.
Respondent

WRIGHT, STANISH & WINCKLER
By: Margaret Stanish, Esq., Bâr #4057
Attorney for Respondent Licata
Dated: 4-29-09

_____________________________
NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE
BY: Lisa Miller Roche, Esq.
Investigating Board Member
Dated: _______________

CATHERINE CORTEZ MASTO
Attorney General
By: Diania Hagediuis, Sr. Deputy Attorney General
Counsel for the Investigating Board Member
Dated: 4-27-09

ORDER OF THE BOARD

IT IS SO ORDERED.

IT IS FURTHER ORDERED that should Dr. Licata fail to comply with any terms or
conditions of this Agreement, Dr. Licata will be in breach of this Agreement; and this
subsequent alteration, amendment, or modification shall be in writing and subject to approval by the Board.

J. In consideration for the execution of this Agreement, Dr. Licata 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.

K. Dr. Licata, 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 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.

L. 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.

\[Signature of Dr. Licata\]

\[Signature of Margaret Stanish, Esq.\]

Dated: 9/23/09

Dated: 9/24/09

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

\[Signature of Catherine Cortez Masto\]

By: Lisa Miller Roche, Esq.

Investigating Board Member

Dated: 4/27/09

ANDREW P. CARPENTER

Attorney General

\[Signature of Dianina Hegedus, Sr. Deputy Attorney General\]

Counsel for the Investigating Board Member

Dated: 4/27/09

ORDER OF THE BOARD

IT IS SO ORDERED.

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

DATED this ___ day of May, 2009.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: Dr. Daniel K. Curtis, Chairman of the Board

Submitted by:
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Dianna Hegeduis, #5616
Sr. Deputy Attorney General
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