BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF: 

WILSON KNIGHT, D.O., 
License No. DO2186,
Respondent.

Case No. AD1908002
SETTLEMENT AGREEMENT AND ORDER

The Nevada State Board of Osteopathic Medicine (the Board), by and through its investigating board member Carla Perlotto, Ph.D. (hereinafter “IBM”) hereby enters into this settlement agreement with Wilson Knight, D.O. (License No. DO2186). Pursuant to chapter 233B and chapter 633 of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in the above-entitled matter, that this matter shall be fully and finally settled and resolved upon terms and conditions set out herein.

PERTINENT FACTS

1. At all times pertinent to this matter, Wilson Knight, D.O., was and is licensed by the Board to practice osteopathic medicine in Nevada (License No. DO2186). Dr. Knight is board certified in family practice and sports medicine.

2. On May 20, 2019, Dr. Knight was employed at Care Now Urgent Care located at 9785 South Maryland Parkway #2 in Las Vegas, Nevada. While so employed, Dr. Knight saw a patient who will be known for confidentiality reasons in this Settlement Agreement and Order as Patient R. Dr. Knight had not previously seen Patient R. Patient R was complaining of severe heartburn. In the course of his examination, Dr. Knight touched Patient R on her abdomen and attempted to touch her breasts. The touching made Patient R uncomfortable. During their encounter, Dr. Knight also asked Patient R if she was married, if she wanted to go on a date with him, if she liked kissing, and if she wanted to kiss him there in the examination room. Dr. Knight also found Patient R’s cellular telephone number from her patient intake documents and texted her the message: “When can I meet up with you.” Patient R created a diversion to allow her to flee the examination room, and then she reported her concerns with Dr. Knight’s conduct in the examination room to staff at Care Now Urgent Care. After leaving the facility, Dr. Knight called Patient R on her cellular telephone, which call Patient R declined to answer.
3. On November 13, 2019, Dr. Knight completed his application to renew his license with the Board. On the application, Question #2 asks: "Investigated for, charged with, or convicted of any violation of a statute, rule or regulation governing the practice of medicine." Dr. Knight responded "Yes" and "I am currently under investigation." In truth, Dr. Knight had already been investigated at and terminated from his position at Care Now Urgent Care in May 2019. Therefore, the answer to Question #2 was incorrect and false.

ACKNOWLEDGMENTS AND APPLICABLE LAW

This Settlement Agreement and Order is made and based upon the following acknowledgments by the parties:

1. Dr. Knight is aware of, understands, and has been advised of the effect of this Settlement Agreement and Order, which he has carefully read and fully acknowledged. Dr. Knight was represented in this matter by counsel of his choice, namely Douglas Crawford.

2. Dr. Knight has entered into the Settlement Agreement and Order, and he is aware of his rights to contest the charges pending against him. Dr. Knight acknowledges that this Settlement Agreement and Order is being entered into prior to and without a formal Complaint having been filed by the Board, and he is voluntarily waiving his right to have the Board file a formal Complaint and all of his rights that would flow therefrom. These rights include representation by an attorney at his own expense, the right to a public hearing on any charges or allegations formally 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 testify on his own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B, 622, 622A, and 633 of the NRS and the NAC. Dr. Knight is waiving all these rights in exchange for the Board’s acceptance of this Settlement Agreement and Order.

3. Should the Settlement Agreement and Order be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Settlement Agreement and Order or other documents or matters pertaining to the consideration of this Settlement Agreement and Order shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration, adjudication, or resolution of these proceedings and that no Board member shall be
1 disqualifed or challenged for bias. Additionally, in the event the Settlement Agreement and Order is
2 rejected by the Board, it is agreed that all of Dr. Knight’s rights to contest the charges against him shall
3 remain in full effect.
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5 4. Dr. Knight and the Board acknowledge that NRS 633.691 provides immunity for the Board,
6 its employees, and its retained specialists from any potential action that might be brought by Dr. Knight
7 and that for the purposes of NRS 633.691, Dr. Knight acknowledges that the Board, its employees, and
8 its retained specialists have acted in good faith throughout the conduct of this matter. Dr. Knight and
9 the Board further acknowledge that NRS 633.691 provides osteopathic physicians such as Dr. Knight
10 with certain protections against administrative actions by the Board, which protections are inapplicable
11 in this matter.
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13 5. Dr. Knight acknowledges that the Settlement Agreement and Order shall only become
14 effective after both the Board and he have duly executed it.
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16 6. Dr. Knight enters into this Settlement Agreement and Order after being fully advised of his
17 rights and as to the consequences of this Settlement Agreement and Order. This Settlement Agreement
18 and Order embodies the entire agreement reached between the Board and Dr. Knight. It may not be
19 altered, amended, or modified without the express consent of the parties.
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21 7. In an effort to avoid the cost and uncertainty of a hearing, the parties have agreed to a
22 compromised settlement of this matter. For the purposes of resolving this matter only and for no other
23 purpose, Dr. Knight admits that the facts contained in the “Pertinent Facts” section constitute violations
24 of Nevada Revised Statutes (NRS) 633.131(1)(a) (falsification of an application), NRS 633.131(1)(l)
25 (violating regulation of Board, NRS 633.131(1)(f)(2) (conduct harmful to the public), NRS
26 633.511(1)(a) (unprofessional conduct) and Nevada Administrative Code (NAC) 633-350(1)(a) (sexual
27 misconduct with a patient). If the Board approves this Settlement Agreement and Order, it shall be
28 deemed and considered disciplinary action by the Board against Dr. Knight.
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30 8. Both parties acknowledge that it is in the best interests of each to resolve this matter without
31 a full hearing on the merits because of the cost and risk involved for each party.
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33 9. Both parties acknowledge that the Board has jurisdiction to consider and ratify this
34 settlement agreement and order because Dr. Knight is an osteopathic physician licensed by the Board.
Dr. Knight expressly, knowingly, and intentionally waives the 21-day notice requirement contained in
the Nevada Open Meeting Law and acknowledges that this settlement agreement and order may be
presented to the Board for its consideration and potential ratification at the Board’s meeting on April

STIPULATED ADJUDICATION

Based upon the above acknowledgments of the parties and their mutual agreement, the parties
stipulate and agree that the following terms of discipline should be imposed by the Board in this matter:

1. Dr. Knight shall pay the sum of $655.00 as payment of the Board’s actual costs for the
   investigation and prosecution of this matter and shall pay the sum of $1,000.00 as a fine pursuant to
   NRS 633.651(1)(f). All sums shall be made by certified or cashier’s check made payable to “Nevada
   State Board of Osteopathic Medicine,” within thirty (30) days of the effective date of the Settlement
   Agreement and Order.

2. Dr. Knight’s license (License No. DO2186) shall be on probation for a period two years
   subject to the following terms and conditions:
   (a) Within ten days of the effective date of this Settlement Agreement and Order, Dr. Knight
   shall contact the Physician Assessment and Clinical Education Program (PACE) at the UCSD School of
   Medicine (Contact Kaden Sedren, ksegren@ucsd.edu, telephone: (619) 543-6770, website:
   www.paceprogram.ucsd.edu) and arrange to for an assessment. Dr. Knight shall sign whatever
   documents are necessary to assure that a copy of PACE’s assessment is provided to the Board for the
   review of the IBM. Thereafter, if the assessment identifies that Dr. Knight would benefit from ethics
   and boundaries training, Dr. Knight shall as timely as possible take and successfully complete the ethics
   and boundaries training. Before taking any such ethics and boundaries training, Dr. Knight must
   submit his proposed program to the IBM for her review and approval and may enroll thereafter with the
   IBM’s assent.
   (b) Dr. Knight shall pay all costs of the PACE assessment and the ethics and boundaries
   training, if needed.
   (c) Dr. Knight shall not be alone with a female patient. When Dr. Knight must examine or treat
   a female patient, he must have present with them in the examination or treatment room at least one

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other person who may be a family member, care giver, or friend or relation of the patient or an
employee of Dr. Knight’s employer.

(d) Dr. Knight shall provide a copy of this Settlement Agreement and Order to all present and
future employers and shall assure that within ten days of the effective date of this Settlement
Agreement and Order (for present employers) or within ten days of hire (for future employers) that an
authorized representative for the employer signs a copy of this Settlement Agreement and Order and
transmits to the Board’s office the signed copy.

(e) At any time after one year of the probationary term herein has elapsed, if Dr. Knight is in
compliance with all terms herein, he may apply in writing to the IBM to terminate the remainder of the
probation. The IBM may conduct whatever investigation or inquiries the IBM determines needed to
determine and satisfy the IBM that Dr. Knight has altered his practice and relations with patients such
that the conduct supporting this Settlement Agreement and Order is unlikely to recur. If the IBM, in the
IBM’s sole discretion, determines that Dr. Knight is unlikely to commit acts similar to those supporting
this Settlement Agreement and Order, the IBM may terminate the remainder of the probation.

(f) Dr. Knight shall obey all laws related to his practice of osteopathic medicine, whether state
or federal and whether statutory or regulatory.

3. Dr. Knight shall meet with the Board or its representatives upon reasonable request and shall
reasonably cooperate with such representatives in their supervision, monitoring, investigation, or
auditing to assure compliance with the terms and conditions of this order.

4. Dr. Knight’s failure to comply with any term or condition of this Settlement Agreement and
Order may result in further discipline by the Board, up to and potentially including revocation of his
license. The Board’s staff may take any and all actions it deems necessary to collect any sums ordered

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that remain unpaid. If the Board’s staff is required to pursue judicial action, it shall be entitled to recover its attorney’s fees and costs incurred in pursuing such judicial action.

Signed this 30 day of April, 2020.

Respondent Wilson Knight, D.O.  Nevada State Board of Osteopathic Medicine

By [Signature]  By Carla Perlotto, Ph.D.
Wilson Knight, D.O., Respondent  Investigating Board Member

ORDER

WHEREAS, on May 12, 2020, the Nevada State Board of Osteopathic Medicine approved and adopted the terms and conditions set forth in the Settlement Agreement and Order with Wilson Knight, D.O. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 12 day of May, 2020.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

[Signature]
Ronald Hedger, D.O., President and Presiding Officer
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF: ) Case No.: AD1908002
WILSON KNIGHT, D.O. ) NV STATE BOARD OF
License No. DO2186 ) OSTEOPATHIC MEDICINE
RESPONDENT. ) MAY 13 2020

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of May, 2020, I served a copy of the ABOVE Notice with attachment upon the parties to this matter, via U.S. Postal Service, postage thereon prepaid, at their last known address on file with this Board.

Wilson Knight, D.O.

[Signature]

An employee of the Nevada State Board of Osteopathic Medicine