

BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT
AGAINST

STEVEN C. WEIN, D.O.,
LIC. #1450/SL 0468

RESPONDENT.

Case No.: AD 0911003

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

DEC 08 2010

FILED

SETTLEMENT AGREEMENT AND ORDER

I. PARTIES

This Settlement Agreement and Order ("Agreement and Order") is made by and between C. Dean Milne, D.O., Investigative Board Member ("Dr. Milne" or "Investigative Board Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the Board's Counsel, Dianna Hegeduis, Esq., and Steven C. Wein, D.O. ("Dr. Wein") (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 the Investigative Board Member, ascertained certain information regarding Dr. Wein. The information was ascertained as a result of the Board's staff due diligence in investigating its applicants/licenseses.
- B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows: (1) Re: criminal charges for Clark County, Nevada for open and gross lewdness on October 31, 2009. The Respondent was found guilty at trial and sentenced to one year in jail, with credit for time served. Because of the guilty verdict, Respondent will now have to register as a sex offender pursuant to NRS chapter 179D. (2) Re: pending criminal charges in Tempe, Arizona in May 2010, for arson. The IBM has alleged all such acts and/or conduct are violations of NRS and NAC chapters 633. More specifically, those violations include but are not limited to violations of NRS 633.131 (unprofessional conduct) for that conduct and/or acts occurring in the States of Nevada and Arizona and NAC 633.350 (unethical conduct) for that conduct and/or acts occurring in both States of Nevada and Arizona; and based upon the criminal conviction in Nevada, are grounds for formal disciplinary action. See NRS 633.511(2)(g).
- C. WHEREAS, pursuant to NRS 633.511(1), "unprofessional conduct" is a ground for initiating a formal disciplinary proceeding; and pursuant to NRS 633.651, such discipline may include public reprimands, the suspension or revocation of the license to practice osteopathic medicine in the State of Nevada, and an assessment of a fine not to exceed \$5,000 per violation.

- 1 D. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may
2 recover from a person reasonable attorney's fees and costs that are incurred by the
3 regulatory body as part of its investigative, administrative and disciplinary proceedings
4 against the person if the regulatory body" either enters a final order or enters into a
5 settlement agreement.
- 6 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
7 Board to proceed to a formal disciplinary hearing on the complaint currently on file in
8 this matter.
- 9 F. WHEREAS, the parties understand that this Agreement will be signed by the
10 respective parties and will then be offered to the Board for the entire Board's approval
11 at the next Board meeting, with the recommendation of the Investigating Board
12 Member that this matter be settled. The Agreement shall not become effective until it
13 has been approved by a majority of the Board and endorsed by a representative
14 member of the Board.
- 15 G. WHEREAS, Dr. Wein understands that the Board is free to accept or reject this
16 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed
17 and a hearing scheduled on the same. The Board members who review this matter for
18 approval of this Agreement may be the same members who ultimately hear the
19 disciplinary complaint if this Agreement is not approved by the Board. Dr. Wein hereby
20 agrees to waive any rights he might have to challenge the impartiality of the Board to
21 hear the disciplinary complaint, based on prior knowledge obtained by the Board
22 through consideration of this Agreement, if after review by the Board, this Agreement is
23 rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded
24 as null and void.
- 25 H. WHEREAS, Dr. Wein acknowledges that the Board will retain jurisdiction over this
26 matter until all terms and conditions set forth in this Agreement and Order have been
27 met.
- 28 I. WHEREAS, Dr. Wein 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 a formal disciplinary hearing and to
save further costs and expenses, Dr. Wein has elected to enter into this Agreement to
resolve this matter, and this matter only.
- K. WHEREAS, Dr. Wein acknowledges that once accepted by the Board, this Agreement
and all associated documentation become a matter of public record. See NRS
622.330 and NRS 633.301(3). The following documents will be available upon a public
records request: the internal complaint initiating the investigation; the complaint with
summary suspension request; the summary suspension order; orders for blood work
and for mental examination; notice of hearing; criminal complaint against Dr. Wein
from Maricopa County, Arizona; records from the University of Nevada School of
Medicine along with a certificate of the records custodian; records from the Monte
Carlo Hotel/Casino along with the certificate of records custodian; and records from the
Las Vegas Metropolitan Police Department with certificate of records custodian
- L. WHEREAS, Dr. Wein 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. Wein, nor have any
promises been made other than those reflected in this Agreement. Dr. Wein freely and
voluntarily entered into this agreement, motivated only by a desire to resolve the issues
addressed herein. Dr. Wein has executed this Agreement only after a careful reading
of it and a full understanding of all its terms, and after consultation with legal counsel.

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

17 III. TERMS OF THE AGREEMENT

- 18 A. The IBM has confirmed that Dr. Wein was found guilty after a bench trial in Las
19 Vegas, Clark County, Nevada, of the charge "open and gross lewdness" and the
20 sentence imposed includes one year of incarceration with credit for time served. Dr.
21 Wein does not deny that he went to trial and was found guilty. The IBM has
22 confirmed with the District Attorney's office that based upon that guilty verdict, Dr.
23 Wein is now required to register as a sex offender in the State of Nevada pursuant
24 to statute. The IBM has also confirmed that criminal charges are pending against
25 Dr. Wein in Arizona, allegedly for arson. Dr. Wein was arrested because of the
26 events/acts/conduct occurring in May 2009 in Tempe, Arizona; and Dr. Wein does
27 not deny the fact that he was arrested in Tempe, Arizona. The Board previously
28 summarily suspended Dr. Wein's osteopathic medicine license pursuant to NRS
233B.127 and NRS 633.581; and Dr. Wein does not deny that fact.
- B. Dr. Wein's conviction in the criminal action filed by the State of Nevada constitutes
unprofessional conduct and is a ground for discipline pursuant to NRS 633.511(g),
i.e., conviction of a "sexual assault, statutory sexual seduction, incest, lewdness,
indecent exposure or any other sexually related crime." Conviction in the State of
Nevada for open and gross lewdness also constitutes unethical conduct as defined
by Nevada's statutes and regulations. Additionally, the alleged criminal
acts/conduct occurring in May 2009 in Tempe, Arizona is an offense involving moral
turpitude, and such may also be considered unprofessional conduct for which
discipline is permissible.
- C. In exchange for the Board not pursuing the formal disciplinary complaint filed in this
matter and Dr. Wein not pursuing subsequent reviews by the appropriate appellate
Courts, the parties have agreed to resolve the current matter as described in
Section III, Paragraph A, above, and only the matters described therein.
- D. Dr. Wein agrees and hereby consents to the surrender of his Nevada osteopathic
medicine license, License No. 1450/SL 0468, through and including April 30, 2016
pursuant to NRS 622A.410.
- E. Dr. Wein agrees to pay the sum of Ten Thousand, Five Hundred, Ninety-three
Dollars and Seventy-five cents (\$10,593.75) which sum includes (1) the \$5,000 fine
described in NRS 633.651 for the unprofessional conduct (conviction of the open

1 and gross lewdness charges) and unethical conduct committed in the State of
2 Nevada, (2) the \$5,000 fine described in NRS 633.651 for the unprofessional
3 conduct and unethical conduct committed in the State of Arizona, and (3) the sum
4 of \$593.75 as costs incurred in the investigation of this matter. Such amount shall
5 bear interest at the legally allowable rate specified in NRS 99.040, commencing on
6 the date of the execution of this agreement; and all such amounts shall be payable
7 in monthly installments, each in the amount of \$100.00, with the first payment being
8 due on the 29th day of April, 2011, and a like payment being due on the 29th day of
9 each month thereafter until said amount is paid in full. The amount of \$10,593.75,
10 plus interest, shall be paid in full prior to Dr. Wein seeking reinstatement of a full
11 Nevada Osteopathic medicine license from the Board.

- 12 F. Should Dr. Wein fail to satisfy and pay the indebtedness of \$10,593.75, plus
13 interest pursuant to NRS 99.040, in a timely manner as discussed herein, Dr. Wein
14 understands and agrees that he will be considered in default of this Agreement, and
15 this agreement will be null and void, with the Respondent receiving credit for
16 payments made to date. The Board may take whatever action it deems
17 appropriate, including but not limited to reducing the balance to judgment pursuant
18 to NRS chapter 353C and/or the continuation of the formal administrative action
19 against Dr. Wein with the Board seeking the maximum penalties and/or files for all
20 violations established and/or proven at a formal administrative disciplinary hearing.
- 21 G. The Respondent, Dr. Wein, agrees to bear his own fees and costs, including the
22 fees and expenses of his own attorney(s) if applicable.
- 23 H. This Agreement and Order shall inure to the benefit of and be binding upon each of
24 the parties hereto and their respective heirs, personal representatives, assigns and
25 successors in interest of each party.
- 26 I. This Agreement and Order shall be construed in accordance with the laws of the
27 State of Nevada.
- 28 J. This settlement agreement consists of six (6) pages and embodies the entire
agreement between the Board and the osteopathic physician. 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.
- K. In consideration for the execution of this Agreement, Dr. Wein hereby releases and
forever discharges the State of Nevada, the Board of Osteopathic Medicine, and
the Nevada State Attorney General's Office (as counsel for the Board), 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, and other matters relating
thereto.
- L. Dr. Wein, 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

1 whatsoever that the persons and entities named in this paragraph shall have or
2 may at any time sustain or suffer by reason of this investigation, this settlement or
3 its administration.

4 M. This document may be prepared in multiple counterparts. Each counterpart,
5 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,
6 shall be deemed an original hereof if executed by each of the Parties hereto.

7 N. LASTLY, by executing this agreement, Respondent Physician hereby expressly,
8 knowingly, and intentionally waive the 21-working days notice requirement pursuant
9 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on
10 the agenda for the Board's approval in the month of December, 2010.

11 STEVEN C. WEIN, D.O.

12 LAW OFFICES OF DANIEL MARKS, ESQ.

13 By: [Signature]
14 Osteopathic Physician

15 By: [Signature]
16 Attorney for Respondent Physician

17 Dated: 11/9/10

18 Dated: 11/9/10

19 NEVADA STATE BOARD OF
20 OSTEOPATHIC MEDICINE

21 NEVADA STATE BOARD OF
22 OSTEOPATHIC MEDICINE

23 BY: [Signature]
24 C. Dean Milne, D.O.
25 Investigating Board Member

26 By: [Signature]
27 Dianna Hegeduis, Esq.
28 Board Counsel

Dated: 12-7-10

Dated: 11-16-2010

ORDER OF THE BOARD

IT IS ORDERED that the Osteopathic Medicine License No. 1450 and Special License
No. 0468 issued by the Board to Respondent, Steven C. Wein, are **HEREBY**
SURRENDERED and/or no longer valid.

IT IS **HEREBY ORDERED** that should Dr. Wein wish to restore his Nevada State
Osteopathic Medicine License, he must file comply with the statutes and regulations
pertaining to licensing, found in NRS and NAC chapters 633, and submit the appropriate
application with the Board on or after May 1, 2016.

IT IS **FURTHER ORDERED** that Respondent, Steven C. Wein, is **FINED** the amount of
Ten Thousand Dollars (\$10,000.00) and **ASSESSED** costs in the amount of \$593.75 with

1 payments being made as outlined in the Settlement Agreement and bearing interest as
2 allowed pursuant to NRS 99.040; and that the full amount shall be paid by the said Steven C.
3 Wein, Respondent herein, prior to seeking reinstatement of a full Nevada State osteopathic
4 medicine license.

5 **IT IS FURTHER ORDERED** that should Dr. Wein fail to comply with any terms or
6 conditions of this Agreement, Dr. Wein will be in breach of this Agreement; and this
7 Agreement will be null and void. The Board may take whatever action it deems appropriate,
8 including but not limited to proceeding with the formal disciplinary/administrative action
9 against Dr. Wein and/or the reduction of the amount then due to a judgment pursuant to NRS
10 chapter 353C. Should this Agreement become null and void by Dr. Wein's failure to comply
11 with terms or conditions of this Agreement, the Board may not only pursue administrative
12 actions against Dr. Wein pursuant to application Nevada statutes and/or regulations, but the
13 Board may also seek the maximum fees, fines, and costs.
14

15 DATED this 7th day of December, 2010.

16
17 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

18 BY: Paul Kalekas D.O.
19 Paul Kalekas, D.O., Secretary-Treasurer of the
20 Board
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1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER OF THE COMPLAINT)

3 AGAINST)

4 STEVEN C. WEIN, LIC. #1450/SL 0468)

5 RESPONDENT.)

Case No.: AD 0941003

**NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE**

DEC 08 2010

FILED

6
7 WRITTEN NOTICE OF ENTRY OF ORDER APPROVING
8 SETTLEMENT AGREEMENT

9 PLEASE TAKE NOTICE that an order was entered regarding the Settlement Agreement
10 in the above-referenced matter and a copy of the same is attached hereto.

11 DATED THIS 8th day of December, 2010.

12 NEVADA STATE BOARD OF
13 OSTEOPATHIC MEDICINE

14 By

Dianna Hegeduis
15 Dianna Hegeduis, Executive Director -
16 Board Counsel
17 901 American Pacific Dr., # 180
18 Henderson, NV 89014

19 CERTIFICATE OF MAILING

20 I hereby certify that on the 8th day of December, 2010, I served a copy of the
21 foregoing notice, with attached Settlement Agreement/Order, upon the respective parties to
22 this matter by depositing a true copy thereof in the U.S. mail, addressed to them at their last
23 known address on file with the Board, postage thereon prepaid, namely:

24 Daniel Marks, Esq.
25 530 Las Vegas Blvd. So., # 300
26 Las Vegas, NV 89101
27 Attorneys for Respondent

Mace Yampolsky, Esq.
625 So. 6th Street
Las Vegas, NV 89101
Attorneys for Respondent

28 Michelle Kenna
An employee of the NEVADA STATE BOARD
OF OSTEOPATHIC MEDICINE