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/licensees.

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.
D. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a person reasonable attorney's fees and costs that are incurred by the regulatory body as part of its investigative, administrative and disciplinary proceedings against the person if the regulatory body" either enters a final order or enters into a settlement agreement.

E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the Board to proceed to a formal disciplinary hearing on the complaint currently on file in this matter.

F. 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 next Board meeting, 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.

G. WHEREAS, Dr. Wein understands that the Board is free to accept or reject this Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed and a hearing scheduled on the same. 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. Wein 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. Wein 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.

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.
M. WHEREAS, Dr. Wein 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. Wein voluntarily waives these rights.

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

O. 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. The IBM has confirmed that Dr. Wein was found guilty after a bench trial in Las Vegas, Clark County, Nevada, of the charge "open and gross lewdness" and the sentence imposed includes one year of incarceration with credit for time served. Dr. Wein does not deny that he went to trial and was found guilty. The IBM has confirmed with the District Attorney's office that based upon that guilty verdict, Dr. Wein is now required to register as a sex offender in the State of Nevada pursuant to statute. The IBM has also confirmed that criminal charges are pending against Dr. Wein in Arizona, allegedly for arson. Dr. Wein was arrested because of the events/acts/conduct occurring in May 2009 in Tempe, Arizona; and Dr. Wein does not deny the fact that he was arrested in Tempe, Arizona. The Board previously 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
and gross lewdness charges) and unethical conduct committed in the State of Nevada, (2) the $5,000 fine described in NRS 633.651 for the unprofessional conduct and unethical conduct committed in the State of Arizona, and (3) the sum of $593.75 as costs incurred in the investigation of this matter. Such amount shall bear interest at the legally allowable rate specified in NRS 99.040, commencing on the date of the execution of this agreement; and all such amounts shall be payable in monthly installments, each in the amount of $100.00, with the first payment being due on the 29th day of April, 2011, and a like payment being due on the 29th day of each month thereafter until said amount is paid in full. The amount of $10,593.75, plus interest, shall be paid in full prior to Dr. Wein seeking reinstatement of a full Nevada Osteopathic medicine license from the Board.

F. Should Dr. Wein fail to satisfy and pay the indebtedness of $10,593.75, plus interest pursuant to NRS 99.040, in a timely manner as discussed herein, Dr. Wein 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 and/or the continuation of the formal administrative action against Dr. Wein with the Board seeking the maximum penalties and/or files for all violations established and/or proven at a formal administrative disciplinary hearing.

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

H. 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.

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

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
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.

M. 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.

N. LASTLY, by executing this agreement, Respondent Physician 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 agenda for the Board’s approval in the month of December, 2010.

STEVEN C. WEIN, D.O. 
By: 
Osteopathic Physician

By: 
Attorney for Respondent Physician

Dated: 11/9/10

Dated: 11/9/10

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: 
C. Dean Milne, D.O.
Investigating Board Member

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

IT IS FURTHER ORDERED that should Dr. Wein fail to comply with any terms or
conditions of this Agreement, Dr. Wein 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 formal disciplinary/administrative action
against Dr. Wein and/or the reduction of the amount then due to a judgment pursuant to NRS
chapter 353C. Should this Agreement become null and void by Dr. Wein's failure to comply
with terms or conditions of this Agreement, the Board may not only pursue administrative
actions against Dr. Wein pursuant to application Nevada statutes and/or regulations, but the
Board may also seek the maximum fees, fines, and costs.

DATED this __ day of December, 2010

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY: [Signature]
Paul Kalekas, D.O., Secretary-Treasurer of the Board
BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

IN THE MATTER OF THE COMPLAINT

AGAINST

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

RESPONDENT.

Case No.: AD 0911093

MV STATE BOARD OF OSTEOPATHIC MEDICINE

DEC 08 2010

FILED

WRITTEN NOTICE OF ENTRY OF ORDER APPROVING
SETTLEMENT AGREEMENT

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

DATED THIS 8th day of December, 2010.

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

By

Dianna Hegedus, Executive Director –
Board Counsel
901 American Pacific Dr., # 180
Henderson, NV 89014

CERTIFICATE OF MAILING

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

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

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

An employee of the NEVADA STATE BOARD
OF OSTEOPATHIC MEDICINE

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