

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 **IN THE MATTER OF THE COMPLAINT**
3 **AGAINST**
4 **GREG FIHN, D.O., LIC. # 647**
5 **RESPONDENT.**

**NV STATE BOARD OF
OSTEOPATHIC MEDICINE**

MAR 03 2010

Filed:

FILED
Executive Director

7 **SETTLEMENT AGREEMENT AND ORDER**

8 **I. PARTIES**

9 This Settlement Agreement and Order ("Agreement and Order") is made by and
10 between S. Paul Edwards, Esq., Investigative Board Member ("Mr. Edwards" 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 Greg Fihn, D.O. ("Dr.
13 Fihn") (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 a prior lawsuit filed against Dr. Fihn. 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") alleged that Dr. Fihn failed to
21 timely report the settlement/dismissal of a lawsuit filed by patient "S.F." and such a
22 failure is a violation of NRS 633.527.
- 23 C. NRS 633.527(1) states that a licensed "osteopathic physician shall report to the
24 Board: (a) any action for malpractice against the osteopathic physician not later than
25 45 days after the osteopathic physician receives service of a summons and
26 complaint for the action; (b) any claim for malpractice against the osteopathic
27 physician that is submitted to arbitration or mediation not later than 45 days after the
28 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 this section, the Board may impose a fine of not more than \$5,000
against the osteopathic physician for each violation, in addition to any other fines
or penalties permitted by law." (Emphasis added.) This statute was added to the

- 1 law in 2003. By the use of the word "shall" by the Nevada State Legislature in this
2 statute, the Legislature intended to mandatorily require all osteopathic physicians to
3 report any of the four (4) events mentioned in the statute.
- 4 D. NRS 622.400(1) states that a "regulatory body [such as this Board] may recover from a
5 person reasonable attorney's fees and costs that are incurred by the regulatory body as
6 part of its investigative, administrative and disciplinary proceedings against the person
7 if the regulatory body" either enters a final order or enters into a settlement agreement.
- 8 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the
9 Board to file a formal disciplinary complaint.
- 10 F. WHEREAS, the parties understand that this Agreement will be signed by the respective
11 parties and will then be offered to the Board for the entire Board's approval at the next
12 Board meeting, with the recommendation of the Investigating Board Member that this
13 matter be settled. The Agreement shall not become effective until it has been
14 approved by a majority of the Board and endorsed by a representative member of the
15 Board.
- 16 G. WHEREAS, Dr. Fihn understands that the Board is free to accept or reject this
17 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed
18 and a hearing scheduled on the same. The Board members who review this matter for
19 approval of this Agreement may be the same members who ultimately hear the
20 disciplinary complaint if this Agreement is not approved by the Board. Dr. Fihn hereby
21 agrees to waive any rights he might have to challenge the impartiality of the Board to
22 hear the disciplinary complaint, based on prior knowledge obtained by the Board
23 through consideration of this Agreement, if after review by the Board, this Agreement is
24 rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded
25 as null and void.
- 26 H. WHEREAS, Dr. Fihn acknowledges that the Board will retain jurisdiction over this
27 matter until all terms and conditions set forth in this Agreement and Order have been
28 met to the satisfaction of the Board.
- I. WHEREAS, Dr. Fihn 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 it becoming a disciplinary proceeding
and to save further costs and expenses, Dr. Fihn has elected to enter into this
Agreement to resolve this matter, and this matter only.
- K. WHEREAS, Dr. Fihn 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).
- L. WHEREAS, Dr. Fihn 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. Fihn, nor have any
promises been made other than those reflected in this Agreement. Dr. Fihn freely and
voluntarily entered into this agreement, motivated only by a desire to resolve the issues
addressed herein. Dr. Fihn has executed this Agreement only after a careful reading of
it and a full understanding of all its terms.
- M. WHEREAS, Dr. Fihn 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

- 1 fact and conclusions of law supporting the decision on the merits of the complaint and
2 the right to obtain judicial review of the Board's decision. Should the Board accept this
3 Agreement, Dr. Fihn voluntarily waives these rights.
4 N. WHEREAS, this Agreement and Order shall be construed in accordance with the laws
5 of the State of Nevada.
6 O. WHEREAS, this Agreement and Order contains a complete description of the
7 agreement between the parties and it supersedes any previous agreements between
8 the parties. All material representations, understandings and promises of the parties
9 are contained in this Agreement. Any modifications must be set forth in writing, signed
10 by all the parties, and approved by the Board.

11 III. TERMS OF THE AGREEMENT

- 12 A. Dr. Fihn acknowledges that the failure to report allegations are true, and each such
13 act (failure to timely report the settlement/dismissal) is a violation of NRS chapter
14 633 and discipline is permissible under Nevada law. In exchange for the Board not
15 pursuing an administrative action and Dr. Fihn not pursuing subsequent reviews by
16 the appropriate appellate Courts, the parties have agreed to resolve the current
17 matter, and only this matter. Dr. Fihn will henceforth insure that all lawsuits
18 involving him will be timely and accurately reported to the Board, and the failure to
19 do so may result in the Board bringing a disciplinary action against the osteopathic
20 medical license issued by the Board to Dr. Fihn. If any lawsuit is not reported to the
21 Board, such will be in violation of this agreement as well as the applicable statutes.
22 **ADDITIONALLY, THE BOARD ACKNOWLEDGES, AND THE PARTIES DO
23 HEREBY AGREE, THAT A DISCIPLINARY ACTION WILL NOT AND HAS NOT
24 BEEN FILED BY THE BOARD AS TO THE ISSUES HEREIN; AND THAT THE
25 PARTIES HAVE SIMPLY AGREED TO AN ADMINISTRATIVE FINE BEING
26 ASSESSED SOLELY FOR THE NON-REPORTING VIOLATION, I.E., THE
27 BOARD IS NOT ALLEGING UNPROFESSIONAL CONDUCT OR ANYTHING
28 NEGATIVE REGARDING THE PHYSICIAN'S COMPETENCY.**
- B. Dr. Fihn agrees to pay the sum of Five Hundred Dollars (\$500.00) as the fine
imposed for having violated NRS 633.527(1) for the failure to timely report the
settlement of the lawsuit. This sum includes all fees and costs incurred by the
Board up to and including the approval of this settlement agreement by the Board at
its next scheduled board meeting pursuant to NAC 633.470(2)(b)(6). Such amount
shall be payable in monthly installments of \$ 250.00 each with the first payment
being due on the 1st day of March, 2010, and a like payment
being due on the 1st day of each month thereafter until said amount is paid in
full.
- C. Should Dr. Fihn fail to satisfy and pay the indebtedness of \$500.00 in a timely
manner as discussed herein, Dr. Fihn 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.
- D. The Respondent, Dr. Fihn, agrees to bear his own fees and costs, including the
fees and expenses of his own attorney(s) if applicable.
- E. 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.

- 1 F. This Agreement and Order shall be construed in accordance with the laws of the
State of Nevada.
- 2 G. This settlement agreement consists of five (5) pages and embodies the entire
3 agreement between the Board and the osteopathic physician. It may not be altered,
4 amended or modified without the express consent of the parties, and any
5 subsequent alteration, amendment, or modification shall be in writing and subject to
6 approval by the Board.
- 7 H. In consideration for the execution of this Agreement, Dr. Fihn hereby releases and
8 forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the
9 Nevada State Attorney General's Office (as counsel for the Board), and each of
10 their representatives, investigators, and employees, in their individual and
11 representative capacity (collectively the State of Nevada Agencies) from any and all
12 manner of actions, causes of actions, suits, debts, judgments, executions, claims,
13 and demands whatsoever known or unknown, in law and in equity, that he may
14 have had, now has, may have had, or claim to have against any and all of the
15 persons and entities named in this paragraph arising out of, or by reason of, the
16 investigation of the allegations raised in this matter, including those noted in the
17 administrative complaint on file herein, and other matters relating thereto.
- 18 I. Dr. Fihn, for himself, his heirs, executors, administrators, successors and assigns,
19 hereby indemnifies and holds harmless the State of Nevada, the Nevada State
20 Board of Osteopathic Medicine, the Nevada Attorney General's office and each of
21 their members, agents and employees in their individual and representative
22 capacities against any and all claims, suits, demands, actions, debts, damages,
23 costs, charges, and expenses, including costs and fees against any persons or
24 entities as well as all liability, losses, and damages of any nature whatsoever that
25 the persons and entities named in this paragraph shall have or may at any time
26 sustain or suffer by reason of this investigation, this settlement or its administration.
- 27 J. This document may be prepared in multiple counterparts. Each counterpart,
28 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 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 Board's agenda for the month of MARCH, 2010.

20 GREG FIHN, D.O.

JIMMERSON & HANSEN, LAW FIRM

21 
22 _____
23 Osteopathic Physician
License No. 647

By 

Lynn Hansen, Esq., # 244

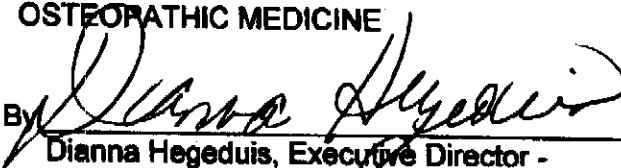
24 Dated: 2-12-2010

Dated: 2/16/10

25 NEVADA STATE BOARD OF
26 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
OSTEOPATHIC MEDICINE

27 BY: _____
28 S. Paul Edwards, Esq.
Investigating Board Member
Dated: _____


By 


Dianna Hegeduis, Executive Director -
Board Counsel
Dated: 2-18-2010

- 1 F. This Agreement and Order shall be construed in accordance with the laws of the State of Nevada.
- 2 G. This settlement agreement consists of five (5) 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
- 3 subsequent alteration, amendment, or modification shall be in writing and subject to approval by the Board.
- 4
- 5 H. In consideration for the execution of this Agreement, Dr. Fihn 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
- 6 their representatives, investigators, and employees, in their individual and representative capacity (collectively the State of Nevada Agencies) from any and all
- 7 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
- 8 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
- 9 investigation of the allegations raised in this matter, including those noted in the administrative complaint on file herein, and other matters relating thereto.
- 10
- 11 I. Dr. Fihn, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada State
- 12 Board of Osteopathic Medicine, the Nevada Attorney General's office and each of their members, agents and employees in their individual and representative
- 13 capacities against any and all claims, suits, demands, actions, debts, damages, costs, charges, and expenses, including costs and fees against any persons or
- 14 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
- 15 sustain or suffer by reason of this investigation, this settlement or its administration.
- 16 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,
- 17 shall be deemed an original hereof if executed by each of the Parties hereto.
- 18 K. LASTLY, by executing this agreement, Respondent Physician hereby expressly, knowingly, and intentionally waive the 21-working days notice requirement pursuant
- 19 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on the Board's agenda for the month of _____, 2010.
- 20

21 GREG FIHN, D.O.

JIMMERSON & HANSEN, LAW FIRM


22 
 23 _____
 Osteopathic Physician
 License No. 647
 Dated: 2-12-2010

By 

 Lynn Hansen, Esq., # 244
 Dated: 2/16/10

25 NEVADA STATE BOARD OF
 26 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE

27 BY: 

 S. Paul Edwards, Esq.
 Investigating Board Member
 Dated: 2/27/2010

By _____

 Dianna Hegeduis, Executive Director -
 Board Counsel
 Dated: _____

ACKNOWLEDGEMENT

1 On this the 12th day of February, 2010, the said GREG FIHN, D.O.,
2 personally appeared before me, a notary public, and signed the above document, freely and
3 voluntarily, under no duress.



Pamela Coumoutseas
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 00-62802-1
My Appt. Expires Nov. 20, 2012

Pamela Coumoutseas
Notary Public

ORDER OF THE BOARD

8 **IT IS SO ORDERED.**

9 **IT IS FURTHER ORDERED** that should Dr. Fihn fail to comply with any terms or
10 conditions of this Agreement, Dr. Fihn will be in breach of this Agreement; and this Agreement
11 will be null and void. The Board may take whatever action it deems appropriate, including but
12 not limited to proceeding with the administrative action against Dr. Fihn. Should this
13 Agreement become null and void by Dr. Fihn's failure to comply with terms or conditions of
14 this Agreement, the Board may not only pursue an administrative action against Dr. Fihn, but
15 the Board may also seek the maximum fees, fines, and costs.

16 DATED this 2nd day of March, 2010.

17 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

18 BY: [Signature]
19 Dr. Daniel K. Curtis, Chairman/President of the
20 Board

1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**
2 IN THE MATTER OF THE COMPLAINT
3 AGAINST
4 GREG FIHN, D.O., LIC. # 647
5 RESPONDENT.

Case No.: MA0911002
**NV STATE BOARD OF
OSTEOPATHIC MEDICINE**
Filed: **MAR 03 2010**

FILED

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

9 PLEASE TAKE NOTICE that an order was entered on March 2, 2010, approving the
10 settlement agreement entered into by and between the Nevada State Board of Osteopathic
11 Medicine and Dr. Greg Fihn; and a file-stamped copy of the same is attached hereto.

12 DATED THIS 3rd day of March, 2010.

13 NEVADA STATE BOARD OF OSTEOPATHIC
14 MEDICINE

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

20 **CERTIFICATE OF MAILING**

21 I hereby certify that on the 3rd day of March, 2010, I served a copy of this document
22 **along** with the attached settlement agreement and order upon the following individuals,
23 addressed to them at their last known address, via U.S. Postal Service, postage thereon
24 prepaid, addressed as follows:

25 Greg Fihn, D.O.
26 7455 W. Azure Dr., #140
27 Las Vegas, NV 89130

28 Lynn Hansen, Esq.
 415 So. Sixth St., # 100
 Las Vegas, NV 89101

Marilyn Romo
 An employee of the NEVADA STATE BOARD OF
 OSTEOPATHIC MEDICINE