BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In The Matter of Charges and
Complaint Against
TROY EDEN, P.A.-C.,
Respondent.

Case No. 09-32267-1

FILED

NOV 06 2009
NEVADA STATE BOARD OF MEDICAL EXAMINERS

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is entered into by and between the Investigative Committee (IC) of
the Nevada State Board of Medical Examiners (the Board) composed of S. Daniel McBride, M.D,
member, and Van Heffner, member, by and through counsel, Lyn E. Beggs, Esq., and Troy Eden,
P.A.-C. as follows:

WHEREAS, on July 10, 2009, the Board’s IC filed a formal complaint in the above
referenced matter charging Mr. Eden with engaging in conduct that is grounds for discipline
pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count of
signing a blank prescription form, a violation of NAC 630.380(1)(m) and NRS 630.304(4); and

WHEREAS, Mr. Eden has received and reviewed a copy of the complaint, understands it,
and is fully advised concerning his rights and defenses to the complaint as well as the possible
sanctions that may be imposed if the Board finds and concludes that he has engaged in conduct that
is grounds for discipline pursuant to the Medical Practice Act and after due consideration concedes
that he did sign blank prescription forms as alleged in Count I of the Complaint.

WHEREAS, Mr. Eden understands and agrees that this Agreement is entered into by and
between himself and the Board’s Investigative Committee, and not with the Board, but that the
Investigative Committee will present this Agreement to the Board for consideration in open session
at a regularly-scheduled quarterly meeting, duly noticed, and that the Investigative Committee shall

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advocate approval of this Agreement by the Board, but that the Board has the right to decide in its
own discretion whether or not to approve this Agreement; and

WHEREAS, Mr. Eden and the Investigative Committee each understand and agree that if
the Board approves the terms, covenants and conditions of this Agreement, then the terms,
covenants and conditions enumerated below shall be binding and enforceable upon Mr. Eden and
the Board’s Investigative Committee; and

NOW THEREFORE, in order to resolve the above-captioned case and charges brought
against Mr. Eden by the Board’s Investigative Committee in said matter, Mr. Eden and the
Investigative Committee hereby agree to the following terms, covenants and conditions:

1. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
proceedings pending against him without any further costs and expense of providing a defense to the
complaint, , Mr. Eden hereby agrees, and does not contest, that an order may be entered herein by
the Board finding that Mr. Eden engaged in conduct that is grounds for discipline pursuant to the
Medical Practice Act to wit: one count of signing blank prescription as set forth in count I of the
Complaint, a violation of NAC 630.380(1)(m) and NRS 630.304(4); and ordering that Mr. Eden be
issued a public reprimand, that he pay a fine of $1,000 to be paid within ninety (90) days of the
acceptance, adoption and approval of this Agreement by the Board and that he shall reimburse the
Board the reasonable costs and expenses incurred in the investigation and prosecution of this case,
the current amount being $1,039.45 to be paid within ninety (90) days of the acceptance, adoption
and approval of this Agreement by the Board.

2. **Jurisdiction.** Mr. Gordon is, and at all times mentioned in the complaint filed in the
above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject
to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical
Practice Act (NRS 630), and to impose sanctions as provided by the Act.

3. **Representation by Counsel.** Mr. Eden acknowledges that he is not represented by
counsel and wishes to proceed towards resolution of this matter as set forth in this Agreement
without counsel. Mr. Eden understands and acknowledges that he may retain and consult counsel
prior to entering into this Agreement and agrees that if counsel is retained for representation in this
matter prior to entering into this Agreement, that counsel for the Investigative Committee will be
informed of such prior to Mr. Eden executing this Agreement.

4. **Waiver of Rights.** Mr. Eden covenants and agrees that he enters into this Agreement knowingly, willingly, and intelligently with knowledge that he may consult with counsel prior to entering into this Agreement. In connection with this Agreement, and the terms, covenants and conditions contained herein, Mr. Eden knowingly, willingly and intelligently, waives all rights arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in connection with the proceeding regarding the complaint filed herein, the defense of said complaint and the adjudication of the charges in said complaint, and Mr. Eden further agrees that the matter of the disciplinary action commenced by the filing of the complaint herein may be settled and resolved in accordance with this Agreement without a hearing or any further proceeding, and without the right to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall have no force and effect and Mr. Eden shall have all rights arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in connection with the proceeding on the complaint filed herein.

5. **Acknowledgement of Reasonable Basis to Proceed.** Mr. Eden covenants and agrees that the Board’s Investigative Committee has a reasonable basis to believe that Mr. Eden violated one or more provisions of the Medical Practice Act.

6. **Procedure for Adoption of Agreement.** The Investigative Committee and counsel for the Investigative Committee shall recommend approval and adoption of the terms, covenants and conditions contained herein by the Board in resolution of the disciplinary proceedings pending herein against Mr. Eden pursuant to the complaint. In the course of seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the Investigative Committee may communicate directly with the Board staff and members of the panel of the Board who would adjudicate this case if it were to go to hearing. Mr. Eden covenants and agrees that such contacts and communication may be made or conducted ex parte, without notice or
opportunity to be heard on his part or on the part of his counsel, if any, until the public Board meeting where this Agreement is discussed, and that such contacts and communications may include, but not be limited to, matters concerning this Agreement, the complaint and the allegation therein, any and all evidence that may exist in support of the complaint, and any and all information of every nature whatsoever related to the complaint against Mr. Eden. The IC and its counsel agree that Mr. Eden and his counsel, if any, may appear at the Board meeting where this Agreement is discussed in order to respond to any and all questions that may be addressed to the IC or its counsel at such meeting.

7. **Effect of Acceptance of Agreement by Board.** In the event the Board approves, accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the Investigative Committee will cause to be entered herein the Board’s Order, accepting, adopting and approving this Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject to the provisions in Section 5.

8. **Effect of Rejection of Agreement by Board.** In the event the Board does not approve, accept and adopt the terms, covenants and conditions set out in this Agreement, this Agreement shall be null, void, and of no further force and effect except as to the following covenant and agreement regarding disqualification of adjudicating Board panel members. Mr. Eden agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance and adoption of this Agreement by the Board shall disqualify any member of the adjudicating panel of the Board from considering the charges against Mr. Eden and participating in the disciplinary proceedings in any role, including adjudication of the case, and Mr. Eden further agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

9. **Release From Liability.** In execution of this Agreement, Mr. Eden, for himself, his executors, successors and assigns, hereby releases and forever discharges the state of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and employees in their representative capacities, and in their individual capacities absent evidence of bad faith,
from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims
and demands whatsoever, known and unknown, in law or equity, that
Mr. Eden ever had, now has, may have or claim to have, against any or all of the persons or
entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
action, this settlement or its administration, in connection with the complaint. The Investigative
Committee hereby agrees to accept this Agreement in full settlement of all claims related to the
complaint, with the understanding that the final decision rests with the Board.

10. **Binding Effect.** Mr. Eden covenants and agrees that this Agreement is a binding
and enforceable contract upon him and the Board’s Investigative Committee, which contract may
be enforced in a court or tribunal having jurisdiction.

11. **Forum Selection Clause.** Mr. Eden covenants and agrees that in the event either
party is required to seek enforcement of this Agreement in the district court, he consents to such
jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second Judicial
District Court of the State of Nevada in and for the County of Washoe.

12. **Attorneys’ Fees and Costs.** Mr. Eden covenants and agrees that in the event an
action is commenced in the district court to enforce any provision of this Agreement, the
prevailing party shall be entitled to recover reasonable costs and attorneys’ fees.

13. **Failure to comply with terms.** In the event the Board enters its Order approving
this Agreement, upon receipt of credible information that Respondent has failed to comply with
any term or condition of this Order, the Board shall be authorized to immediately suspend
Respondent’s license until Respondent complies with the term or condition. Failure to comply
with the terms recited herein may result in additional disciplinary action being initiated against
Respondent for a violation of an Order of the Board in accordance with NRS 630.3065(2)(a).
Furthermore, any failure to pay any fine, fee, or cost ordered herein will also result in such legal action as determined to be necessary to collect the unpaid fine, fee, or cost.

Dated this 10th day of July, 2009.

By: 

Ish E. Beggs, Esq.
General Counsel and Attorney for the Investigative Committee

Dated this 7th day of August, 2009.

By: 

Troy Eden, P.A.-C.
Respondent

Subscribed and sworn to before me this 7th day of August, 2009 by Troy Ray Eden

Notary Public
IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of November 2009, with the final total amount of costs due of $1,039.45.

CHARLES N. HELD, President
NEVADA STATE BOARD OF MEDICAL EXAMINERS