

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In The Matter of Charges and)	Case No. 09-32267-1
)	
Complaint Against)	
)	
TROY EDEN, P.A.-C.,)	FILED
)	
Respondent.)	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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OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, Nevada 89502
(775) 688-2559

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

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

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

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

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

25 3. **Representation by Counsel.** Mr. Eden acknowledges that he is not represented by
26 counsel and wishes to proceed towards resolution of this matter as set forth in this Agreement
27 without counsel. Mr. Eden understands and acknowledges that he may retain and consult counsel
28 prior to entering into this Agreement and agrees that if counsel is retained for representation in this

1 matter prior to entering into this Agreement, that counsel for the Investigative Committee will be
2 informed of such prior to Mr. Eden executing this Agreement.

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

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

21 6. **Procedure for Adoption of Agreement.** The Investigative Committee and
22 counsel for the Investigative Committee shall recommend approval and adoption of the terms,
23 covenants and conditions contained herein by the Board in resolution of the disciplinary
24 proceedings pending herein against Mr. Eden pursuant to the complaint. In the course of seeking
25 Board approval, adoption and/or acceptance of this Agreement, counsel for the Investigative
26 Committee may communicate directly with the Board staff and members of the panel of the
27 Board who would adjudicate this case if it were to go to hearing. Mr. Eden covenants and agrees
28 that such contacts and communication may be made or conducted ex parte, without notice or

1 opportunity to be heard on his part or on the part of his counsel, if any, until the public Board
2 meeting where this Agreement is discussed, and that such contacts and communications may
3 include, but not be limited to, matters concerning this Agreement, the complaint and the
4 allegation therein, any and all evidence that may exist in support of the complaint, and any and
5 all information of every nature whatsoever related to the complaint against Mr. Eden. The IC and
6 its counsel agree that Mr. Eden and his counsel, if any, may appear at the Board meeting where
7 this Agreement is discussed in order to respond to any and all questions that may be addressed to
8 the IC or its counsel at such meeting.

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

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

25 9. **Release From Liability.** In execution of this Agreement, Mr. Eden, for himself,
26 his executors, successors and assigns, hereby releases and forever discharges the state of Nevada,
27 the Board, the Nevada Attorney General, and each of their members, agents and employees in
28 their representative capacities, and in their individual capacities absent evidence of bad faith,

1 from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims
2 and demands whatsoever, known and unknown, in law or equity, that
3 Mr. Eden ever had, now has, may have or claim to have, against any or all of the persons or
4 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
5 action, this settlement or its administration, in connection with the complaint. The Investigative
6 Committee hereby agrees to accept this Agreement in full settlement of all claims related to the
7 complaint, with the understanding that the final decision rests with the Board.

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

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

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

18 13. **Failure to comply with terms.** In the event the Board enters its Order approving
19 this Agreement, upon receipt of credible information that Respondent has failed to comply with
20 any term or condition of this Order, the Board shall be authorized to immediately suspend
21 Respondent's license until Respondent complies with the term or condition. Failure to comply
22 with the terms recited herein may result in additional disciplinary action being initiated against
23 Respondent for a violation of an Order of the Board in accordance with NRS 630.3065(2)(a).

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1 Furthermore, any failure to pay any fine, fee, or cost ordered herein will also result in such legal
2 action as determined to be necessary to collect the unpaid fine, fee, or cost.

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4 Dated this 10th day of July, 2009.

Dated this 7th day of August, 2009.

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6 By: [Signature]
7 Lyn E. Beggs, Esq.
8 General Counsel and Attorney for
9 the Investigative Committee

By: [Signature]
Troy Eden, P.A.-C.
Respondent

10 Subscribed and sworn to before me
11 this 7 day of August 2009. by Troy Ray Eden

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13 [Signature]
14

Notary Public



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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