BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

** ** ** **

In The Matter of Charges and )
Complaint Against )
CONRAD R. MURRAY, M.D., )
Respondent. )

Case No. 10-12785-1

FILED

DEC - 6 2010

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By:

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is hereby entered into by and between the Investigative Committee
(IC) of the Nevada State Board of Medical Examiners (Board), composed of Charles N. Held, M.D.,
Theodore B. Berndt, M.D., and Valerie J. Clark, BSN, RHU, LUTCF, by and through
Edward O. Cousineau, Deputy Executive Director for the Board and counsel for the IC, and
Conrad R. Murray, M.D. (Respondent), as follows:

WHEREAS, on March 1, 2010, the IC of the Board filed a formal complaint in the
above-referenced matter, charging Respondent with violations of the Nevada’s Medical Practice
Act (NRS Chapter 630), to wit: obtaining, maintaining or renewing or attempting to obtain,
maintain or renew a license to practice medicine by bribery, fraud or misrepresentation or by any
false, misleading, inaccurate or incomplete statement, a violation of NRS 630.304(1)

WHEREAS, Respondent has received a copy of the Complaint, reviewed it, understands the
nature and significance of the Complaint, and Respondent 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 violated one or more provisions of the Medical Practice Act; and

WHEREAS, Respondent understands and agrees that he has certain rights under the United
States Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice
Act and the Nevada Administrative Procedures Act (NRS Chapter 233B), including but not limited
to the right to a formal hearing on the charges against him, the right to representation by counsel in
the preparation and presentation of his defense, the right to confrontation and cross-examination of
witnesses against him, the right to present evidence and witnesses on her own behalf, the right to
written findings, conclusions and order regarding a final decision by the Board, and the right to
judicial review of any final decision by the Board that is adverse to him; and

WHEREAS, provided this Agreement is approved by the Board, Respondent agrees to
waive all of his rights under the United States Constitution, the Constitution of the state of Nevada,
the Medical Practice Act, and the Nevada Administrative Procedures Act, including but not limited
to the right to a hearing on the charges and written findings of fact, conclusions of law and order,
and he agrees to settle and resolve this matter of the formal complaint against him by way of, and in
accordance with, this Settlement, Waiver and Consent Agreement; and

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

WHEREAS, Respondent has reviewed and understands all the relevant facts and
circumstances of this matter;

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

1. Jurisdiction. Respondent 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, and to impose sanctions as provided by the Act.

2. **Representation by Counsel.** Respondent is represented by
Charles H. Peckham, Esq. Respondent acknowledges and agrees that he enters into this
Agreement knowingly, willingly, and intelligently after full consultation with said counsel.

3. **Waiver of Rights.** Respondent covenants and agrees that he 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 on the complaint filed herein, the defense of said complaint and the
adjudication of the charges in said complaint, and Respondent further agrees that the matter of the
disciplinary action commenced by 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.

4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
agrees that the Board’s IC had a reasonable basis to believe that Respondent engaged in conduct that
is grounds for discipline pursuant to the provisions of the Medical Practice Act.

5. **Resolution Made Without Admission of Fault.** Respondent states that it was his
then current belief that although he was not fully paid and current on child support payments that at
the time of his license renewals in 2007 and 2009, that he was not incorrect in stating he was not out
of “compliance” with court-ordered child support since at the time those statements were made in
both 2007 and 2009, negotiations were in progress to satisfy the child support obligations and those
obligations were shortly thereafter paid or otherwise compromised in satisfaction of the intent of
NRS 630.197(4) which requires an applicant to satisfy any such child support arrearage in order to
maintain medical licensure. As such, Respondent does not admit fault.

6. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
proceedings pending against him to avoid the delay, uncertainty, inconvenience, and expense of
protracted litigation of the underlying claims by the IC, the parties agree and Respondent does
not contest that an order may be entered herein finding him in violation of
NRS 630.304(1), in that Respondent renewed his license to practice medicine in the state of
Nevada by providing inaccurate or incomplete statements on his 2007 and 2009 applications for
licensure renewal, that Respondent shall be publicly reprimanded, that Respondent shall reimburse
the Board the reasonable costs and expenses incurred in the investigation and prosecution of this
case in the current amount of $3,766.20, plus any additional costs that may be accrued
subsequently to dispose of this matter. The aforementioned costs are to be paid to the Nevada
State Board of Medical Examiners within one hundred and twenty (120) days of the acceptance,
 adoption and approval of this Agreement by the Board. A final accounting of the additional costs
will be provided to Respondent in the entry of the Board’s Order relating to the matter.

7.  **Procedure for Adoption of Agreement.** The IC and counsel for the IC 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 Respondent
pursuant to the formal complaint. In the course of seeking Board approval, adoption and/or
acceptance of this Agreement, counsel for the IC 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.
Respondent 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 her
counsel, and that such contacts and communications may include, but not be limited to, matters
concerning this Agreement, the complaint, the allegations in the complaint, 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 Respondent.

8.  **Board Approval Required.** This Agreement will be placed on the next available
Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly
understood that this Agreement will only become effective if the Board approves the
recommendation of the IC for acceptance.

9.  **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
IC will cause to be entered herein the Board’s Order consistent with the terms in paragraph 5
above.
10. **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. Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that occurs pursuant to efforts of the IC 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 Respondent and participating in the disciplinary proceedings in any role, including adjudication of the case, and Respondent further agrees that she shall not seek to disqualify any such member absent evidence of bad faith.

11. **Release From Liability.** In execution of this Agreement, the Respondent, 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 Respondent 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 IC 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.

12. **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent and the Board’s IC, which contract may be enforced in a court or tribunal having jurisdiction.

13. **Forum Selection Clause.** Respondent 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.

14. **Attorneys Fees and Costs.** Respondent 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.

15. **Failure to comply with terms.** In the event the Board enters its Order approving this Agreement, should Respondent fail to comply with the terms recited herein, the Board would then have grounds, after notice and a hearing, to take disciplinary action against Respondent in addition to that included herein for the subject's violation of an Order of the Board in accordance with NRS 630.3065(2)(a).

Dated this 3rd day of December, 2010.

Edward O. Cousineau  
Attorney for the Investigative Committee of the Nevada State Board of Medical Examiners

Charles H. Peckham, Esq.  
Attorney for Respondent

I, Conrad Murray, M.D., hereby agree to the foregoing Settlement, Waiver and Consent Agreement as to the complaint in Nevada State Board of Medical Examiners Case No. 10-12785-1

Dated this 24th day of November, 2010.

Conrad Murray, M.D., Respondent
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 3rd day of December 2010, with the final total amount of costs due of $3,766.20.

[Signature]

Benjamin J. Rodriguez, M.D. Vice President
NEVADA STATE BOARD OF MEDICAL EXAMINERS