

1 Board meeting, appropriately noticed, and that the Investigative Committee shall advocate approval of this
2 Agreement by the Board, but that the Board has the right to decide in its own discretion whether or not to
3 approve this Agreement; and

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

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

11 1. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
12 proceedings pending against him without any further costs and expense of providing a defense to the
13 Complaint or to any amended complaints, Respondent hereby agrees that an order may be entered herein
14 by the Board finding that Respondent engaged in conduct that is grounds for discipline pursuant to the
15 Medical Practice Act to wit: one count of having disciplinary action taken on his Florida license to practice
16 medicine as set forth in count I of the Complaint, a violation of NRS 630.301(3); and ordering that
17 Respondent be issued a public reprimand and that he pay a fine of \$2000. Furthermore, Respondent shall
18 be ordered to reimburse the Board the reasonable costs and expenses incurred in the investigation and
19 prosecution of this case, the current amount being \$316.15. The fine and costs shall be paid to the Nevada
20 State Board of Medical Examiners within sixty (60) days of the acceptance of this Agreement by the
21 Board;

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

26 3. **Waiver of Rights.** Respondent covenants and agrees that she enters into this Agreement
27 knowingly, willingly, and intelligently with knowledge that he may consult with counsel prior to entering
28 into this Agreement. In connection with this Agreement, and the terms, covenants and conditions

1 contained herein, Respondent knowingly, willingly and intelligently, with the advice of above identified
2 counsel, waives all rights arising under or pursuant to the United States Constitution, the Constitution of
3 the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that
4 may apply to Respondent in connection with the proceeding regarding the Complaint filed herein, the
5 defense of said Complaint and the adjudication of the charges in said Complaint, and Respondent further
6 agrees that the matter of the disciplinary action commenced by the filing of the complaint herein may be
7 settled and resolved in accordance with this Agreement without a hearing or any further proceeding, and
8 without the right to judicial review. In the event this Agreement is not approved by the Board, this
9 Agreement shall have no force and effect and Respondent shall have all rights arising under or pursuant to
10 the United States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and
11 NRS Chapter 233B that may be available to Respondent or that may apply to Respondent in connection
12 with the proceeding on the complaint filed herein.

13 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and agrees
14 that the Board's Investigative Committee has a reasonable basis to believe that Respondent violated one or
15 more provisions of the Medical Practice Act.

16 5. **Procedure for Adoption of Agreement.** It is expressly understood that this Agreement
17 will only become effective if the Board approves the recommendation of the Investigative Committee for
18 acceptance. The Investigative Committee and counsel for the Investigative Committee shall recommend
19 approval of the terms, covenants and conditions contained herein by the Board in resolution of the
20 disciplinary proceedings pending herein against Respondent pursuant to the complaint. In the course of
21 seeking Board approval of this Agreement, counsel for the Investigative Committee may communicate
22 directly with the Board staff and members of the panel of the Board who would adjudicate this case if it
23 were to go to hearing. Respondent covenants and agrees that such contacts and communication may be
24 made or conducted ex parte, without notice or opportunity to be heard on his part or on the part of his
25 counsel, until the public Board meeting where this Agreement is discussed, and that such contacts and
26 communications may include, but not be limited to, matters concerning this Agreement, the Complaint
27 and the allegations therein, any and all evidence that may exist in support of the Complaint, and any and
28 all information of every nature whatsoever related to the complaint against Respondent. The

1 Investigative Committee and its counsel agree that Respondent and his counsel may appear at the Board
2 meeting where this Agreement is discussed in order to respond to any and all questions that may be
3 addressed to the Investigative Committee or its counsel at such meeting.

4 6. **Effect of Acceptance of Agreement by Board.** In the event the Board approves the
5 terms, covenants and conditions set out in this Agreement, counsel for the Investigative Committee will
6 cause to be entered herein the Board's Order approving this Settlement, Waiver and Consent
7 Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject
8 to the provisions in Paragraph 1.

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

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

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1 settlement of all claims related to the complaint, with the understanding that the final decision rests with
2 the Board.

3 9. **Binding Effect.** Respondent covenants and agrees that this Agreement is a binding and
4 enforceable contract upon Respondent and the Board's Investigative Committee, which contract may be
5 enforced in a court or tribunal having jurisdiction.

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

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

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

21 Dated this ¹² day of January of 2010.

22 By: Lyn E. Beggs
23 Lyn E. Beggs, Esq.
24 Attorney for the Investigative Committee
25 of the Nevada State Board of Medical
26 Examiners

Dated this 8th day of January, 2010.

27 By: Bruce Lamb
28 Bruce Lamb, Esq.
Attorney for Respondent

UNDERSTOOD AND AGREED:

James Okoh
James Okoh, M.D. Respondent
Dated this 5th day of JAN, 2010

 Stephen Sandoval
COMMISSION # DD841089
EXPIRES: NOV. 24, 2012
WWW.AARONNOTARY.COM

Stephen Sandoval

1 IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved
2 and accepted by the Nevada State Board of Medical Examiners on the 5th day of March 2010, with the
3 final total amount of costs due of \$316.15.

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