BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In the Matter of Charges and
Complaint Against
MAURICE DuBOIS GREGORY, JR., M.D.,
Respondent.

Case No. 12-7067-1
FILED
DEC 11 2013
NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: __________

SETTLEMENT 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
Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF, Member, and
Michael J. Fischer, M.D., Member, by and through Bradley O. Van Ry, Esq., Board General
Counsel and attorney for the IC, and Maurice DuBois Gregory, Jr., M.D. (Respondent), by and
through his counsel, Jacob L. Hafter, Esq., as follows:

WHEREAS, on November 21, 2013, the Board’s IC filed a First Amended Complaint in
the above-captioned matter charging Respondent with engaging in conduct that is grounds for
discipline pursuant to the Nevada Medical Practice Act (MPA), Chapter 630 of the
Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC), to
wit: Count I, multiple counts of malpractice, as defined by NAC 630.040, violation of
NRS 630.301(4); Count II, one count of the continual failure to exercise the skill or diligence or
use the methods ordinarily exercised under the same circumstances by physicians in good standing
practicing in the same specialty or field, a violation of NRS 630.306(7); Count III, one count of
writing prescriptions for controlled substances to treat acute pain or chronic pain in a manner that
deviates from the guidelines set forth in the Model Policy for the Use of Controlled Substances
for the Treatment of Pain, a violation of NAC 630.230(1)(k); and, Count IV, one count of failure
to maintain timely, legible, accurate and complete medical records relating to the diagnosis,
treatment and care of a patient, a violation of NRS 630.3062(1);

WHEREAS, Respondent has received a copy of the First Amended Complaint, reviewed
it, understands it, and has had ample opportunity to consult with his above-identified counsel
concerning the nature and significance of the First Amended Complaint. Respondent is fully
aware concerning his rights and defenses to the First Amended 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 MPA;

WHEREAS, Respondent understands and agrees that this Settlement Agreement
(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
meeting duly noticed and scheduled. Respondent understands 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 understands and agrees 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 him.

NOW THEREFORE, in order to resolve this matter and all charges alleged by the
Board’s IC in the above-captioned matter, Respondent and the IC hereby agree to the following
terms, covenants and conditions:

1. Jurisdiction. Respondent is, and was at all times mentioned in the First Amended
Complaint filed in the above-captioned matter, 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 MPA, and to impose sanctions as provided by the MPA.

2. Representation by Counsel/Knowing, Willing and Intelligent Agreement.

Respondent is represented by legal counsel in this matter and has had ample opportunity to
review this Agreement, the First Amended Complaint filed in this matter and the related factual
basis with said legal counsel, Jacob L. Hafer, Esq. Respondent covenants and agrees that he enters into this Agreement knowingly, willingly and intelligently.

3. **Waiver of Rights.** Respondent waives all rights in connection with this Agreement, and the terms, covenants and conditions contained herein, and with the understanding that Respondent knowingly, willingly and intelligently waives all rights arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply to him in connection with the proceedings on the First Amended Complaint filed herein, the defense of said First Amended Complaint and the adjudication of the charges in said First Amended Complaint.

   Respondent agrees that the matter of the First Amended Complaint herein may be settled and resolved in accordance with this Agreement without a hearing or any further proceedings, 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 shall be *void ab initio*, and Respondent shall have all rights arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply to him in connection with the proceeding on the First Amended Complaint filed herein.

4. **Consent to Entry of Order.** Respondent concedes only that the Board has sufficient evidence to proceed with its First Amended Complaint against him, but does not concede or admit to such allegations, which he expressly denies, and which, but for his desire to reach this compromise, he would contest at the formal hearing of this matter. Accordingly, in order to resolve the matter without incurring further costs and expense of providing a defense to the First Amended Complaint or to any other further amended Complaint, and in exchange for the waiver of Respondent’s foregoing rights, Respondent has entered into this Agreement¹, and agrees that:

¹ All admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, said admissions by Respondent are not intended or made for any other use, such as in the context of another state or federal government regulatory agency proceeding, state or federal civil or criminal court proceeding, or any other state or federal court
a. The Board may find that Respondent engaged in conduct that is grounds for discipline pursuant to the MPA, to wit: the failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient, a violation of NRS 630.3062(1), as set forth in Count IV of the First Amended Complaint;

b. Respondent shall receive a public reprimand which will be limited to Respondent’s no contest plea to the failure to maintain timely, legible, accurate and complete medical records relating to the diagnosis, treatment and care of a patient;

c. Pursuant to NRS 622.400, Respondent shall reimburse the Board the sum of $5,000.00, the negotiated amount of the fees and costs incurred by the Board to investigate and prosecute this matter. The fees and costs shall be paid to the Board within thirty (30) days of the Board’s acceptance and approval of this Agreement;

d. Respondent shall complete ten (10) hours of Continuing Medical Education (CME) related to opioid prescribing and/or pain management, in person. The ten (10) hours of CME are in addition to any CME requirements that are regularly imposed upon Respondent as a condition of licensure in the state of Nevada and shall be completed within one (1) year of the Board's acceptance and approval of this Agreement;

e. Counts I, II and III of the First Amended Complaint shall be dismissed;

f. All Board open investigative complaints and/or open formal Complaints as of the date of the Board’s approval of this Agreement shall be fully and finally resolved by the terms and conditions contained herein, and be deemed closed with prejudice without any further action as the date of this Agreement;

g. Eighth Judicial District Court Case No. A-13-691086-W, Dept. XXVI, Maurice Gregory, M.D., Petitioner, v. Nevada State Board of Medical Examiners, Respondent, shall be dismissed by Respondent immediately upon the Board’s acceptance and approval of this Agreement; and,

h. The terms of this Agreement shall be reported as required by law.

(proceeding, or any credentialing or privileges matter.)
5. **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, 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 Agreement or its administration.

6. **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 First Amended Complaint pending herein against Respondent. In the course of seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may communicate directly with Board staff and members of the panel of the Board who would adjudicate this case if it were to go to hearing.

   Respondent acknowledges 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, 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 First Amended Complaint, and any and all information of every nature whatsoever related to the First Amended Complaint or the proceedings herein against Respondent. The IC and its counsel agree that Respondent and/or his counsel may appear at the Board meeting where this Agreement is discussed, and if requested, respond to any questions that may be addressed to the IC or its counsel.

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 IC will cause to be entered herein the Board’s order accepting, adopting and approving this Agreement, ordering full compliance with the terms herein and ordering that this case be closed, subject to the provisions in Paragraph 4.
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. Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing that occurs pursuant to the 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 proceeding in any role, including adjudication of the case. Respondent further agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

9. **Binding Effect.** If this Agreement is approved by the Board, 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. Further, 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, and shall resolve any and all Board open investigations or open formal Board Complaints as of the date of the Board’s approval of this Agreement.

10. **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.

11. **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 costs and reasonable attorneys’ fees.

12. **Failure to Comply With Terms.** In the event the Board enters its order approving this Agreement, should Respondent fail to comply with any term or condition recited herein, the Board shall be authorized to immediately suspend Respondent’s license to practice medicine in the state of Nevada pending an order to show cause hearing which will be duly noticed. The Board
may then have grounds, after notice and a hearing, to take disciplinary action against Respondent, including but not limited to, potential revocation of Respondent’s license to practice medicine in the state of Nevada and/or any other discipline authorized by the MPA. In addition, Respondent shall be subject to the discipline outlined herein for a violation of an order of the Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

Dated this 21st day of October, 2013.          Dated this 22nd day of November, 2013.

By:        By:
Bradley O. Van Ry, Esq.           Jacob L. Hafer, Esq.
Attorney for the Investigative Committee   Attorney for Respondent

UNDERSTOOD AND AGREED:

Maurice DuBois Gregory, Jr., M.D.
Respondent
may then have grounds, after notice and a hearing, to take disciplinary action against Respondent, including but not limited to, potential revocation of Respondent’s license to practice medicine in the state of Nevada and/or any other discipline authorized by the MPA. In addition, Respondent shall be subject to the discipline outlined herein for a violation of an order of the Board in accordance with NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies agreed to be paid as a condition of settlement may subject Respondent to civil collection efforts.

Dated this _____ day of __________, 2013. Dated this _____ day of __________, 2013.

By:Bradley O. Van Ry, Esq. By: Jacob L. Hafer, Esq.
Attorney for the Investigative Committee Attorney for Respondent

UNDERSTOOD AND AGREED:

Maurice DuBois Gregory, Jr., M.D.
Respondent
IT IS HEREBY ORDERED that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of December 2013, with the final total amount of costs due of $5,000.00.

Michael J. Fischer, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS