

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**  
2 **OF THE STATE OF NEVADA**

3 \* \* \* \* \*

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5  
6 **In the Matter of Charges and** )

Case No. 12-7067-1

7 **Complaint Against** )

**FILED**

8 **MAURICE DuBOIS GREGORY, JR., M.D.,** )

**DEC 11 2013**

9 **Respondent.** )  
10 )  
11 )

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: \_\_\_\_\_

12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is hereby entered into by and between the Investigative Committee  
14 (IC) of the Nevada State Board of Medical Examiners (Board), composed of  
15 Theodore B. Berndt, M.D., Chairman, Valerie J. Clark, BSN, RHU, LUTCF, Member, and  
16 Michael J. Fischer, M.D., Member, by and through Bradley O. Van Ry, Esq., Board General  
17 Counsel and attorney for the IC, and Maurice DuBois Gregory, Jr., M.D. (Respondent), by and  
18 through his counsel, Jacob L. Hafter, Esq., as follows:

19 **WHEREAS**, on November 21, 2013, the Board's IC filed a First Amended Complaint in  
20 the above-captioned matter charging Respondent with engaging in conduct that is grounds for  
21 discipline pursuant to the Nevada Medical Practice Act (MPA), Chapter 630 of the  
22 Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC), to  
23 wit: Count I, multiple counts of malpractice, as defined by NAC 630.040, violation of  
24 NRS 630.301(4); Count II, one count of the continual failure to exercise the skill or diligence or  
25 use the methods ordinarily exercised under the same circumstances by physicians in good standing  
26 practicing in the same specialty or field, a violation of NRS 630.306(7); Count III, one count of  
27 writing prescriptions for controlled substances to treat acute pain or chronic pain in a manner that  
28 deviates from the guidelines set forth in the *Model Policy for the Use of Controlled Substances*

1 *for the Treatment of Pain*, a violation of NAC 630.230(1)(k); and, Count IV, one count of failure  
2 to maintain timely, legible, accurate and complete medical records relating to the diagnosis,  
3 treatment and care of a patient, a violation of NRS 630.3062(1);

4       **WHEREAS**, Respondent has received a copy of the First Amended Complaint, reviewed  
5 it, understands it, and has had ample opportunity to consult with his above-identified counsel  
6 concerning the nature and significance of the First Amended Complaint. Respondent is fully  
7 aware concerning his rights and defenses to the First Amended Complaint, as well as the possible  
8 sanctions that may be imposed if the Board finds and concludes that he has engaged in conduct  
9 that is grounds for discipline pursuant to the MPA;

10       **WHEREAS**, Respondent understands and agrees that this Settlement Agreement  
11 (Agreement) is entered into by and between himself and the Board's IC, and not with the Board,  
12 but that the IC will present this Agreement to the Board for consideration in open session at a  
13 meeting duly noticed and scheduled. Respondent understands that the IC shall advocate approval  
14 of this Agreement by the Board, but that the Board has the right to decide in its own discretion  
15 whether or not to approve this Agreement; and,

16       **WHEREAS**, Respondent understands and agrees that if the Board approves the terms,  
17 covenants and conditions of this Agreement, then the terms, covenants and conditions enumerated  
18 below shall be binding and enforceable upon him.

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

22       **1.     Jurisdiction.** Respondent is, and was at all times mentioned in the First Amended  
23 Complaint filed in the above-captioned matter, a physician licensed to practice medicine in the  
24 state of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations  
25 of the MPA, and to impose sanctions as provided by the MPA.

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

27       Respondent is represented by legal counsel in this matter and has had ample opportunity to  
28 review this Agreement, the First Amended Complaint filed in this matter and the related factual

1 basis with said legal counsel, Jacob L. Hafter, Esq. Respondent covenants and agrees that he  
2 enters into this Agreement knowingly, willingly and intelligently.

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

11       Respondent agrees that the matter of the First Amended Complaint herein may be settled  
12 and resolved in accordance with this Agreement without a hearing or any further proceedings, and  
13 without the right to judicial review. In the event this Agreement is not approved by the Board, this  
14 Agreement shall have no force and effect and shall be *void ab initio*, and Respondent shall have all  
15 rights arising under or pursuant to the United States Constitution, the Constitution of the state of  
16 Nevada, the MPA, NRS Chapter 233B, and any other statutory rights that may be available to him  
17 or that may apply to him in connection with the proceeding on the First Amended Complaint filed  
18 herein.

19       **4. Consent to Entry of Order.** Respondent concedes only that the Board has  
20 sufficient evidence to proceed with its First Amended Complaint against him, but does not  
21 concede or admit to such allegations, which he expressly denies, and which, but for his desire to  
22 reach this compromise, he would contest at the formal hearing of this matter. Accordingly, in  
23 order to resolve the matter without incurring further costs and expense of providing a defense to  
24 the First Amended Complaint or to any other further amended Complaint, and in exchange for the  
25 waiver of Respondent's foregoing rights, Respondent has entered into this Agreement<sup>1</sup>, and agrees  
26 that:

27 \_\_\_\_\_  
28 <sup>1</sup> 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

1 a. The Board may find that Respondent engaged in conduct that is grounds for  
2 discipline pursuant to the MPA, to wit: the failure to maintain timely, legible, accurate and  
3 complete medical records relating to the diagnosis, treatment and care of a patient, a violation of  
4 NRS 630.3062(1), as set forth in Count IV of the First Amended Complaint;

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

8 c. Pursuant to NRS 622.400, Respondent shall reimburse the Board the sum of  
9 \$5,000.00, the negotiated amount of the fees and costs incurred by the Board to investigate and  
10 prosecute this matter. The fees and costs shall be paid to the Board within thirty (30) days of the  
11 Board's acceptance and approval of this Agreement;

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

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

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

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

26 h. The terms of this Agreement shall be reported as required by law.  
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proceeding, or any credentialing or privileges matter.

1           **5.     Release From Liability.** In execution of this Agreement, the Respondent, for  
2 himself, his executors, successors and assigns, hereby releases and forever discharges the state of  
3 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and  
4 employees in their representative capacities, and in their individual capacities, from any and all  
5 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands  
6 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have  
7 or claim to have, against any or all of the persons or entities named in this paragraph arising out of  
8 or by reason of this investigation, this Agreement or its administration.

9           **6.     Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
10 recommend approval and adoption of the terms, covenants and conditions contained herein by the  
11 Board in resolution of the First Amended Complaint pending herein against Respondent. In the  
12 course of seeking Board approval, adoption and/or acceptance of this Agreement, counsel for the  
13 IC may communicate directly with Board staff and members of the panel of the Board who would  
14 adjudicate this case if it were to go to hearing.

15           Respondent acknowledges that such contacts and communication may be made or  
16 conducted ex parte, without notice or opportunity to be heard on his part, or on the part of his  
17 counsel, until the public Board meeting where this Agreement is discussed, and that such contacts  
18 and communications may include, but not be limited to, matters concerning this Agreement, the  
19 First Amended Complaint, and any and all information of every nature whatsoever related to the  
20 First Amended Complaint or the proceedings herein against Respondent. The IC and its counsel  
21 agree that Respondent and/or his counsel may appear at the Board meeting where this Agreement  
22 is discussed, and if requested, respond to any questions that may be addressed to the IC or its  
23 counsel.

24           **7.     Effect of Acceptance of Agreement by Board.** In the event the Board approves,  
25 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the  
26 IC will cause to be entered herein the Board's order accepting, adopting and approving this  
27 Agreement, ordering full compliance with the terms herein and ordering that this case be closed,  
28 subject to the provisions in Paragraph 4.

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

11           **9.     Binding Effect.** If this Agreement is approved by the Board, Respondent  
12 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent  
13 and the Board's IC which contract may be enforced in a court or tribunal having jurisdiction.  
14 Further, this Agreement and Order shall inure to the benefit of and be binding upon each of the  
15 parties hereto and their respective heirs; personal representatives, assigns and successors in  
16 interest, and shall resolve any and all Board open investigations or open formal Board Complaints  
17 as of the date of the Board's approval of this Agreement.

18           **10.    Forum Selection Clause.** Respondent covenants and agrees that, in the event  
19 either party is required to seek enforcement of this Agreement in the district court, he consents to  
20 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the  
21 Second Judicial District Court of the state of Nevada in and for the county of Washoe.

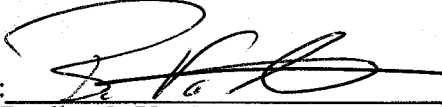
22           **11.    Attorneys' Fees and Costs.** Respondent covenants and agrees that, in the event an  
23 action is commenced in the district court to enforce any provision of this Agreement, the  
24 prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

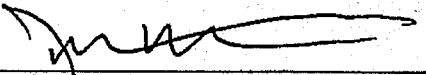
25           **12.    Failure to Comply With Terms.** In the event the Board enters its order approving  
26 this Agreement, should Respondent fail to comply with any term or condition recited herein, the  
27 Board shall be authorized to immediately suspend Respondent's license to practice medicine in the  
28 state of Nevada pending an order to show cause hearing which will be duly noticed. The Board

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

8 Dated this 22<sup>nd</sup> day of December, 2013.

Dated this 22<sup>nd</sup> day of November, 2013.

9  
10 By:   
11 Bradley O. Van Ry, Esq.  
12 Attorney for the Investigative Committee

By:   
13 Jacob L. Hafter, Esq.  
14 Attorney for Respondent

15 UNDERSTOOD AND AGREED:

16 \_\_\_\_\_  
17 Maurice DuBois Gregory, Jr., M.D.  
18 Respondent

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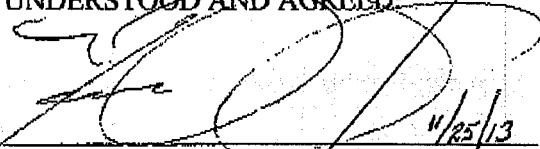
8 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

10 By: \_\_\_\_\_  
 11 Bradley O. Van Ry, Esq.  
 12 Attorney for the Investigative Committee

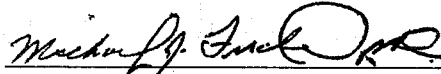
By: \_\_\_\_\_  
 Jacob L. Hafter, Esq.  
 Attorney for Respondent

13 UNDERSTOOD AND AGREED:

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 15 \_\_\_\_\_  
 16 Maurice DuBois Gregory, Jr., M.D.  
 17 Respondent  
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1 **IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the  
2 Nevada State Board of Medical Examiners on the 6<sup>th</sup> day of December 2013, with the final total amount  
3 of costs due of \$5,000.00.

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Michael J. Fischer, M.D., President

6 NEVADA STATE BOARD OF MEDICAL EXAMINERS  
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