

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

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6 **In the Matter of Charges and** ) **Case No. 11-5171-1**  
7 **Complaint Against** )  
8 **PAUL CUMMINGS LUDLOW, M.D.,** )  
9 **Respondent.** )

**FILED**

**MAR 11 2013**

**NEVADA STATE BOARD OF  
MEDICAL EXAMINERS**

By: 

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12 **SETTLEMENT AGREEMENT**

13 **THIS AGREEMENT** is hereby entered into by and between the  
14 Investigative Committee ("IC") of the Nevada State Board of Medical Examiners (the "Board"),  
15 composed of Benjamin J. Rodriguez, M.D., Chairman, Beverly A. Neyland, M.D., Member, and  
16 Donna A. Ruthe, Member, in the above-captioned matter, by and through  
17 Bradley O. Van Ry, Esq., General Counsel for the Board and counsel for the IC, and  
18 Paul Cummings Ludlow, M.D. (Respondent), and Edward J. Lemons, Esq., counsel for  
19 Respondent, as follows:

20 **WHEREAS**, on December 5, 2012, the Board's IC filed a First Amended Complaint in the  
21 above-referenced matter charging Respondent with engaging in conduct that is grounds for  
22 discipline pursuant to the Nevada Medical Practice Act, i.e., Chapter 630 of the  
23 Nevada Revised Statutes (NRS), to wit: Count I, the failure to maintain timely, legible, accurate,  
24 and complete medical records relating to the diagnosis, treatment and care of a patient, a violation  
25 of NRS 630.3062(1);

26 **WHEREAS**, Respondent has received a copy of the First Amended Complaint, reviewed  
27 it, understands it, and has had ample opportunity to consult with his counsel listed above  
28 concerning the nature and significance of the First Amended Complaint, and Respondent is fully

1 aware concerning his rights and defenses to the First Amended Complaint, as well as the possible  
2 sanctions that may be imposed if the Board finds and concludes that he has violated one or more  
3 provisions of the Medical Practice Act;

4       **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by  
5 and between himself and the Board's IC, and not with the Board, but that the IC will present this  
6 Agreement to the Board for consideration in open session at a meeting duly noticed and scheduled,  
7 and that the IC shall advocate approval of this Agreement by the Board, but that the Board has the  
8 right to decide in its own discretion whether or not to approve this Agreement; and,

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

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

15       **1.     Jurisdiction.**     Respondent is, and at all times mentioned in the  
16 First Amended Complaint filed in the above-captioned matter was, a physician licensed to practice  
17 medicine in the state of Nevada subject to the jurisdiction of the Board to hear and adjudicate  
18 charges of violations of the Medical Practice Act (NRS 630) and to impose sanctions as provided  
19 by the Act.

20       **2.     Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
21       Respondent is represented by legal counsel in this matter and has had ample opportunity to  
22 review this Agreement, the First Amended Complaint filed in this matter and the related factual  
23 basis with said legal counsel, Edward J. Lemons, Esq. Respondent covenants and agrees that he  
24 enters into this Agreement knowingly, willingly and intelligently.

25       **3.     Waiver of Rights.** In connection with this Agreement, and the terms, covenants  
26 and conditions contained herein, and the understanding that Respondent knowingly, willingly, and  
27 intelligently waives all rights arising under or pursuant to the United States Constitution, the  
28 Constitution of the state of Nevada, NRS Chapter 630, NRS Chapter 233B, and any other statutory

1 rights that may be available to him or that may apply to him in connection with the proceedings on  
2 the First Amended Complaint filed herein, the defense of said First Amended Complaint and the  
3 adjudication of the charges in said First Amended Complaint. Respondent further agrees that the  
4 matter of the First Amended Complaint herein may be settled and resolved in accordance with this  
5 Agreement without a hearing or any further proceedings, and without the right to judicial review.  
6 In the event this Agreement is not approved by the Board, this Agreement shall have no force and  
7 effect and shall be *void ab initio*, and Respondent shall have all rights arising under or pursuant to  
8 the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630,  
9 NRS Chapter 233B, and any other statutory rights that may be available to him or that may apply  
10 to him in connection with the proceeding on the First Amended Complaint filed herein.

11 **4. 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 First Amended Complaint, Respondent hereby agrees that the Board may issue an order finding that  
14 Respondent has engaged in conduct that is grounds for discipline pursuant to the  
15 Nevada Medical Practice Act, to wit: the failure to maintain timely, legible, accurate and complete  
16 medical records relating to the diagnosis, treatment and care of a patient,  
17 a violation of NRS 630.3062(1), as set forth in Count I of the First Amended Complaint, and  
18 ordering that:

- 19 a. Respondent shall be issued a public reprimand;
- 20 b. Pursuant to NRS 622.400, Respondent shall reimburse to the Board the sum  
21 of \$3,048.90, the current amount of the costs incurred by the Board to investigate and prosecute  
22 this matter, along with the costs to conclude the matter, if any. The costs shall be paid to the  
23 Nevada State Board of Medical Examiners within ninety (90) days of the Board's acceptance and  
24 approval of this Agreement; and,
- 25 c. The terms of this Agreement shall be reported as required by law.

26 **5. Release From Liability.** In execution of this Agreement, the Respondent, for  
27 himself, his executors, successors and assigns, hereby releases and forever discharges the state of  
28 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and

1 employees in their representative capacities, and in their individual capacities, from any and all  
2 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands  
3 whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have  
4 or claim to have, against any or all of the persons or entities named in this paragraph arising out of  
5 or by reason of this investigation, this Agreement or its administration.

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

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

21 **7. Effect of Acceptance of Agreement by Board.** In the event the Board approves,  
22 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the  
23 IC will cause to be entered herein the Board's Order accepting, adopting and approving this  
24 Settlement Agreement, ordering full compliance with the terms herein and ordering that this case  
25 be closed.

26 **8. Effect of Rejection of Agreement by Board.** In the event the Board does not  
27 approve, accept and adopt the terms covenants and conditions set out in this Agreement, this  
28 Agreement shall be null, void, and of no further force and effect except as to the following

1 covenant and agreement regarding disqualification of adjudicating Board panel members.  
2 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing  
3 contained herein and nothing that occurs pursuant to efforts of the IC or its counsel to seek  
4 acceptance and adoption of this Agreement by the Board shall disqualify any member of the  
5 adjudicating panel of the Board from considering the charges against Respondent and participating  
6 in the disciplinary proceeding in any role, including adjudication of the case. Respondent further  
7 agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

8       **9.     Binding Effect.** Providing this Agreement is approved by the Board, Respondent  
9 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent  
10 and the Board's IC, which contract may be enforced in a court or tribunal having jurisdiction.

11       **10.    Forum Selection Clause.** Respondent 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  
14 Second Judicial District Court of the State of Nevada in and for the County of Washoe.

15       **11.    Attorneys' Fees and Costs.** Respondent 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 costs and reasonable attorneys' fees.

18       **12.    Failure to Comply with Terms.** In the event the Board enters its Order approving  
19 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would  
20 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in  
21 addition to that included herein for the subject's violation of an order of the Board in accordance  
22 with NRS 630.3065(2)(a). Moreover, the failure of Respondent to reimburse the Board for monies

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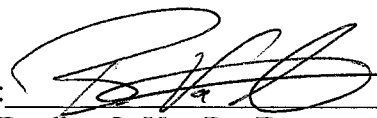
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1 agreed to be paid as a condition of settlement, may subject Respondent to civil collection efforts.

2 Dated this 30 day of January, 2013. Dated this 29<sup>th</sup> day of Jan, 2013.

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4 By:   
5 Bradley O. Van Ry, Esq.  
6 Attorney for the Investigative Committee

By:   
Edward J. Lemons, Esq.  
Attorney for Respondent

7 UNDERSTOOD AND AGREED:

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10 Paul Cummings Ludlow, M.D., 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 8<sup>th</sup> day of March 2013, with the final total amount of  
3 costs due of \$3,048.90.

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