

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

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6 **In the Matter of Charges and**)
7 **Complaint Against**)
8 **WILLIAM R. MARANON, M.D.,**)
9 **Respondent.**)

Case No. 14-11447-1

FILED

DEC - 8 2014

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 Investigative Committee
14 (IC) of the Nevada State Board of Medical Examiners (Board), composed of Theodore B. Berndt,
15 M.D., Valerie J. Clark, BSN, RHU, LUTCF, and Michael J. Fischer, M.D., in the above-captioned
16 matter, by and through its counsel, Erin L. Albright, Esq., Board General Counsel and attorney for
17 the IC, and William R. Maranon, M.D. (Respondent), by and through his counsel, Michael J.
18 Shannon of Hall Jaffe & Clayton, LLP, as follows:

19 **WHEREAS**, on October 23, 2014, the Board's IC filed a Complaint in the
20 above-captioned matter charging Respondent with engaging in conduct that is grounds for
21 discipline pursuant to the Nevada Medical Practice Act (MPA), i.e., Chapters 630 of the
22 Nevada Revised Statutes (NRS) and the Nevada Administrative Code (NAC), to wit: Count I: one
23 count of failure to maintain timely, legible, accurate and complete medical records relating to the
24 diagnosis, treatment and care of a patient, a violation of NRS 630.3062(1); and

25 **WHEREAS**, Respondent received a copy of the Complaint, reviewed it, understands it,
26 and consulted with competent counsel, Michael J. Shannon, Esq., concerning the nature and
27 significance of the Complaint. Respondent is fully advised concerning his rights and defenses to

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1 the Complaint, as well as the possible sanctions that may be imposed if the Board finds and
2 concludes that he violated one or more provisions of the MPA; and

3 **WHEREAS**, Respondent understands and agrees that he has certain rights under the
4 United States Constitution and the Constitution of the state of Nevada, as well as under the MPA
5 and the Nevada Administrative Procedures Act (NRS Chapter 233B), including, but not limited to,
6 the right to a formal hearing on the charges against him, the right to representation by counsel in
7 the preparation and presentation of his defense, the right to confront and cross-examine the
8 witnesses against him, the right to written findings, conclusions and an order regarding a final
9 decision by the Board, and the right to judicial review of any final decision by the Board that is
10 adverse to him; and

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

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

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

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

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

2 Respondent is represented by above-identified counsel herein, whom Respondent
3 covenants and agrees is fully capable, competent and fully advised in these circumstances, and
4 Respondent further covenants and agrees that he knowingly, willingly and intelligently enters into
5 this Agreement after full consultation with and upon advice of above-identified counsel.

6 **3. Waiver of Rights.** In connection with this Agreement, and the terms, covenants
7 and conditions contained herein, Respondent knowingly, willingly and intelligently, with the
8 advice of above-identified counsel, waives all rights in connection with this Agreement, and the
9 terms, covenants and conditions contained herein, and with the understanding that Respondent
10 knowingly, willingly and intelligently waives all rights arising under or pursuant to the
11 United States Constitution, the constitution of the state of Nevada, the MPA, NRS Chapter 233B,
12 and any other statutory rights that may be available to him or that may apply to him in connection
13 with the proceedings on the Complaint filed herein, the defense of said Complaint, the
14 adjudication of the charges in said Complaint, and the imposition of sanctions.

15 Respondent agrees that the matter of the Complaint herein may be settled and resolved in
16 accordance with this Agreement without a hearing or any further proceedings, and without the
17 right to judicial review.

18 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
19 agrees that the Board's IC has a reasonable basis to believe that Respondent engaged in one or
20 more instances of conduct that is grounds for discipline pursuant to the provisions of the MPA.

21 **5. Consent to Entry of Order.** Respondent concedes only that the Board has
22 sufficient evidence to proceed with its Complaint against him, but does not concede or admit to
23 such allegations, which he expressly denies, and which, but for his desire to reach this
24 compromise, he would contest at the formal hearing of this matter. In order to resolve the matter of
25 these disciplinary proceedings pending against him without incurring any further costs and expense
26 of providing a defense to the Complaint, Respondent hereby agrees that the Board may issue an
27 order finding that Respondent engaged in conduct that is grounds for discipline pursuant to the
28 MPA, to wit: one (1) count of failure to maintain timely, legible, accurate and complete medical

1 records relating to the diagnosis, treatment and care of a patient, a violation of NRS 630.3062(1),
2 as set forth in Count I of the Complaint.

3 For the aforementioned violation, Respondent shall:

4 a. Allow his license to be suspended, with said suspension stayed and
5 Respondent placed on probation for a period of six (6) months from the date of the Board's
6 acceptance, adoption and approval of this Agreement, with an obligation to comply with the
7 following terms and conditions:

8 (1) Respondent shall remain in compliance with all state and federal
9 laws pertaining to the practice of medicine and the prescribing, administering or
10 dispensing of any dangerous drug or controlled substance during his probation;

11 (2) Respondent shall obtain, if necessary, and maintain all appropriate
12 registrations and licenses with the Drug Enforcement Administration and the
13 Nevada State Board of Pharmacy to prescribe, administer or dispense any
14 dangerous drugs or controlled substances during his probation;

15 (3) Pursuant to NRS 622.400, Respondent shall reimburse to the Board
16 the sum of one thousand six hundred fifteen dollars and eighty-five cents
17 (\$1,615.85), the current amount of the costs incurred by the Board to investigate
18 and prosecute this matter, along with the costs to conclude the matter, if any. The
19 costs shall be paid to the Board within thirty (30) days of the Board's acceptance,
20 adoption and approval of this Agreement; and

21 (4) On successful completion of the probation requirements set forth
22 herein, Respondent shall be removed from probation and his license to practice
23 medicine in the state of Nevada shall be restored to good standing. The Board shall
24 issue an order to this effect when the circumstances warrant.

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

26 **6. 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 **7. Procedure for 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 Complaint pending herein against Respondent. In the course of seeking
9 Board approval, adoption and/or acceptance of this Agreement, counsel for the IC may
10 communicate directly with the Board staff and the adjudicating members of the Board.

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

19 **8. Effect of Acceptance of Agreement by Board.** In the event the Board approves,
20 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
21 IC will cause the Board's order accepting, adopting and approving this Agreement to be entered
22 herein, ordering full compliance with the terms herein and ordering that this case be closed,
23 subject to the provisions in Paragraph 5.

24 **9. Effect of Rejection of Agreement by Board.** In the event the Board does not
25 accept, approve and adopt the terms, covenants and conditions set out in this Agreement, this
26 Agreement shall be null, void, and of no further force and effect except as to the following
27 covenant and agreement regarding disqualification of adjudicating Board panel members.
28 Respondent agrees that, notwithstanding rejection of this Agreement by the Board, nothing

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

7 **10. Binding Effect.** If this Agreement is approved by the Board, Respondent
8 covenants and agrees that this Agreement is a binding and enforceable contract upon Respondent
9 and the Board's IC which contract may be enforced in a court or tribunal having jurisdiction.
10 Further, this Agreement shall inure to the benefit of and be binding upon each of the parties hereto
11 and their respective heirs, personal representatives, assigns and successors in interest of each
12 party.

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

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

20 **13. Failure to Comply With Terms.** In the event the Board enters its order
21 approving, accepting and adopting this Agreement, should Respondent fail to comply with any
22 term or condition recited herein, the Board shall be authorized to immediately suspend
23 Respondent's license to practice medicine in the state of Nevada pending an order to show cause
24 hearing, which will be duly noticed and scheduled. Further, failure to comply with the terms
25 recited herein may result in additional disciplinary action being initiated against Respondent for a
26 violation of an order of the Board in accordance with NRS 630.3065(2)(a). Moreover, the failure


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1 of Respondent to reimburse the Board for monies agreed to be paid as a condition of settlement
2 may subject Respondent to civil collection efforts.


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4 Dated this 3rd day of November, 2014.

Dated this 31st day of October, 2014.

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6 By: 
7 Erin L. Albright, Esq.
8 Attorney for the Investigative Committee

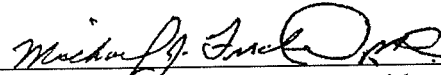
By: 
Michael J. Shannon, Esq.
Attorney for Respondent

9 **UNDERSTOOD AND AGREED:**

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11 William R. Maranon, M.D., Respondent
12 Dated this 31 day of Oct., 2014.

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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 5th day of December 2014, with the final total
3 amount of costs due of \$1,615.85.

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