

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

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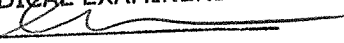
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6 **In the Matter of Charges and**  
7 **Complaint Against**  
8 **Carmen Felice Jones, M.D.,**  
9 **Respondent.**

Case No. 13-25251-1

**FILED**

**SEP 09 2016**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

10  
11 **SETTLEMENT AGREEMENT**

12 The Investigative Committee ("IC") of the Nevada State Board of Medical Examiners  
13 ("Board") and Carmen Felice Jones, M.D. ("Respondent"), a licensed physician in Nevada,  
14 represented by Jacob L. Hafter, Esquire, of Hafter Law, hereby enter into this Settlement  
15 Agreement ("Agreement") based on the following:<sup>1</sup>

16 **A. Background**

17 1. Respondent is a physician licensed by the Board to practice medicine in Nevada since  
18 April 1, 2002 (License No. 10127).

19 2. On April 10, 2013, investigators from the IC and the Nevada State Board of Pharmacy  
20 conducted a site visit at Las Vegas Health Center, located at 6332 South Rainbow Boulevard, Suite  
21 120, Las Vegas, Nevada, during an IC investigation (Case No: #13-14459) based upon allegations that  
22 a Mr. Zeeshan Malik Hoodbhoy ("Hoodbhoy") was engaging in the unauthorized practice of  
23 medicine.

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25 \_\_\_\_\_  
26 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter  
27 and any subsequent related administrative proceedings or civil litigation involving the Board and  
28 Respondent. Therefore, Respondent's agreements and admissions 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 proceeding, any state or federal court proceeding, or  
any credentialing or privileges matter.

1           3.       On April 19, 2013, the IC filed an Order of Summary Suspension (“Suspension”)  
2 which immediately suspended Respondent’s medical license pursuant to the IC’s investigation of  
3 Hoodhboy.

4           4.       On June 5, 2013, Jones filed a lawsuit against the Board in U.S. District Court (Case  
5 No.: 2:13-cv-00996) alleging a violation of her Constitutional and Statutory Due Process Rights when  
6 the Board did not provide Jones with a post-deprivation hearing within 45 days of the April 19, 2013  
7 dated Suspension.

8           5.       On June 5, 2013, the IC filed an Order unconditionally reinstating Respondent’s  
9 medical license.

10          6.       On June 7, 2013, the IC filed the formal Complaint (“Complaint”) in this matter  
11 charging Respondent with several violations of Nevada Revised Statutes (NRS) Chapter 630 and  
12 Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act).  
13 Specifically, the Complaint alleged 19 counts of various violations of the Medical Practice Act.

14          7.       On or about June 7, 2013, Respondent was properly served with a copy of the  
15 Complaint, and has reviewed the Complaint, understands the Complaint, and has had the  
16 opportunity to consult with above-identified counsel concerning the nature and significance of the  
17 Complaint.

18          8.       On September 26, 2013, the IC filed the formal First Amended Complaint  
19 (“Amended Complaint”) in this matter charging Respondent with several violations of Nevada  
20 Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630  
21 (collectively, the Medical Practice Act). Specifically, the Complaint alleged 13 counts of various  
22 violations of the Medical Practice Act.

23          9.       Respondent filed various motions before the hearing officer in the defense of the  
24 Complaint and First Amended Complaint. Certain of such motions are still pending before the hearing  
25 officer as of the date of this Agreement.

26          10.       On or about March 23, 2016, the Respondent’s federal lawsuit was dismissed by  
27 the Ninth Circuit Court of Appeals, which affirmed the dismissal from the district court, finding  
28 that the Eleventh Amendment immunity denied the federal district courts from hearing

1 Respondent's case.

2 11. On or about April 28, 2016, Respondent re-filed her lawsuit in the Eighth Judicial  
3 District Court of the State of Nevada (Case No: A-16-735825-C).

4 12. The Parties now desire to settle and compromise their disputes and differences with  
5 respect to the various administrative and judicial cases, based upon and subject to the terms and  
6 conditions set forth herein, provided that:

7 a. Respondent is hereby advised of her rights regarding this administrative matter,  
8 and of her opportunity to defend against the allegations in the Complaint and First Amended  
9 Complaint. Specifically, Respondent has certain rights in this administrative matter as set out by the  
10 United States Constitution, the Nevada Constitution, the Medical Practice Act, and the Nevada  
11 Administrative Procedure Act (APA) (NRS Chapter 233B). These rights include the right to a formal  
12 hearing on the allegations in the Complaint, the right to representation by counsel, at her own expense,  
13 in the preparation and presentation of her defense, the right to confront and cross-examine the  
14 witnesses and evidence against her, the right to written findings of fact, conclusions of law, and order  
15 reflecting the final decision of the Board, and the right to judicial review of the Board's order, if the  
16 decision is adverse to her.

17 b. Respondent understands that, under the Board's charge to protect the public  
18 by regulating the practice of medicine, the Board may take disciplinary action against  
19 Respondent's license, including license probation, license suspension, license revocation, and  
20 imposition of administrative fines, as well as any other reasonable requirement or limitation, if the  
21 Board concludes that Respondent violated one or more provisions of the Medical Practice Act.

22 c. Respondent understands and agrees that this Agreement is entered into by  
23 and between Respondent and the IC, not the Board, and that the IC will present this Agreement to  
24 the Board for consideration in open session at a meeting duly noticed and scheduled. Respondent  
25 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
26 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
27 Respondent further understands and agrees that if the Board approves this Agreement, then the  
28 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. Terms & Conditions**

2 NOW, THEREFORE, in order to resolve this matter, Respondent and the IC hereby agree  
3 to the following terms and conditions:

4 1. Jurisdiction. Respondent is, and at all times relevant to the Complaint and First  
5 Amended Complaint has been, a physician licensed to practice medicine in Nevada subject to the  
6 jurisdiction of the Board as set forth in the Medical Practice Act.

7 2. Representation by Counsel/Knowing, Willing, and Intelligent Agreement.  
8 Respondent understands that she may retain and consult counsel prior to entering into this  
9 Agreement at her own expense. Respondent acknowledges that he is represented by counsel,  
10 Jacob L. Hafter, Esq., and wishes to resolve this matter with counsel. Respondent agrees that if  
11 representation by counsel in this matter materially changes prior to entering into this Agreement  
12 and for the duration of this Agreement, that counsel for the IC will be timely notified of the  
13 material change. Respondent agrees that he knowingly, willingly and intelligently enters into this  
14 Agreement after full consultation with and upon the advice of his counsel.

15 3. Waiver of Rights. In connection with this Agreement, and the associated terms and  
16 conditions, Respondent knowingly, willingly and intelligently waives all rights in connection with  
17 this administrative matter. Respondent hereby knowingly, willingly and intelligently waives all  
18 rights arising under the United States Constitution, the Nevada Constitution, the Medical Practice  
19 Act, the APA, and any other legal rights that may be available to her or that may apply to her in  
20 connection with the administrative proceedings resulting from the Complaint filed in this matter,  
21 including defense of the Complaint and First Amended Complaint, adjudication of the allegations  
22 set forth in the Complaint and First Amended Complaint, and imposition of any disciplinary  
23 actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the allegations  
24 of the Complaint and First Amended Complaint as set out by this Agreement without a hearing or  
25 any further proceedings, and without the right to judicial review.

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1           4.     Consent to Entry of Order. In order to resolve the Complaint and First Amended  
2 Complaint pending against Respondent without incurring any further costs or the expense associated  
3 with a hearing:

4                 a.     Within five (5) business days from the Board's adoption of this Agreement,  
5 Respondent shall dismiss with prejudice her lawsuit in Eighth Judicial District Court of the State  
6 of Nevada (Case No: A-16-735825-C); and

7                 b.     Within five (5) business days from the Board's adoption of this Agreement,  
8 the Board shall issue Order dismissing the First Amended Complaint (13-25251-1) with prejudice  
9 finding that there was insufficient evidence to prove that Respondent engaged in conduct that is  
10 grounds for discipline pursuant to the Medical Practice Act;

11                c.     No actions taken by the Board pursuant to this Agreement shall be deemed to  
12 be a disciplinary action taken against Respondent. As such, the Board will not file a report with the  
13 National Practitioner Data Bank as a result of this Agreement.

14           6.     Release From Liability. In execution of this Agreement, Respondent understands  
15 and agrees that the state of Nevada, the Board, and each of its members, staff, counsel,  
16 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents  
17 are immune from civil liability for any decision or action taken in good faith in response to  
18 information acquired by the Board. NRS 630.364(2). Respondent agrees to release the state of  
19 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,  
20 committees, panels, hearing officers, consultants and agents from any and all manner of actions,  
21 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and  
22 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against  
23 any or all of the persons, government agencies or entities named in this paragraph arising out of,  
24 or by reason of, this investigation, this Agreement, or the administration of this case.

25           7.     Procedure for Adoption of Agreement. The IC and counsel for the IC shall  
26 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
27 resolution of the Complaint and First Amended Complaint pending against Respondent. In the  
28 course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC

1 may communicate directly with Board staff and the adjudicating members of the Board.  
2 Respondent acknowledges that such contacts and communications may be made or conducted ex  
3 parte, without notice or opportunity to be heard on his part until the public Board meeting where  
4 this Agreement is discussed, and that such contacts and communications may include, but not be  
5 limited to, matters concerning this Agreement, the Complaint and First Amended Complaint, and  
6 any and all information of every nature whatsoever related to this matter. The IC and its counsel  
7 agree that Respondent may appear at the Board meeting where this Agreement is discussed and, if  
8 requested, respond to any questions that may be addressed to the IC or the IC's counsel.

9 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,  
10 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
11 an order of the Board pursuant to Section B.4, herein.

12 9. Effect of Rejection of Agreement by Board. In the event the Board does not  
13 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
14 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
15 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
16 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
17 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
18 the allegations in the Complaint and from participating in disciplinary proceedings against  
19 Respondent, including adjudication of the case; and (2) Respondent further agrees that she shall  
20 not seek to disqualify any such member absent evidence of bad faith.

21 10. Binding Effect. If approved by the Board, Respondent understands that this  
22 Agreement is a binding and enforceable contract upon Respondent and the Board.

23 11. Forum Selection Clause. Respondent agrees that in the event either party is  
24 required to seek enforcement of this Agreement in district court, Respondent consents to such  
25 jurisdiction, and agrees that exclusive jurisdiction shall be in the Eighth Judicial District Court,  
26 State of Nevada, Clark County.

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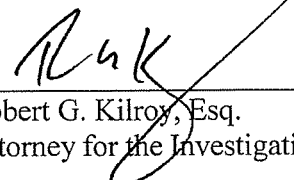
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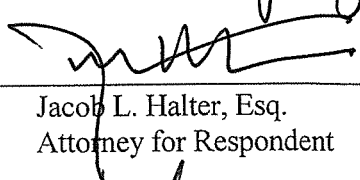
1           12.    Attorneys' Fees and Costs. Respondent agrees that in the event an action is  
2 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
3 be entitled to recover reasonable attorneys' fees and costs.

4           13.    Failure to Comply with Terms. Should Respondent fail to comply with any term or  
5 condition of this Agreement once the Agreement has been accepted, approved and adopted by the  
6 Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
7 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.  
8 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
9 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
10 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
11 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
12 condition of this Agreement may subject Respondent to civil collection efforts.

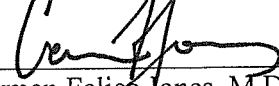
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14 Dated this 20 day of July, 2016.

Dated this 20<sup>th</sup> day of July, 2016.

15 By:   
16 Robert G. Kilroy, Esq.  
17 Attorney for the Investigative Committee

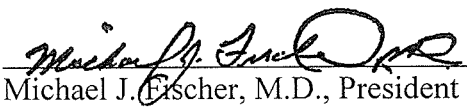
By:   
Jacob L. Halter, Esq.  
Attorney for Respondent

18 UNDERSTOOD AND AGREED:

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20 Carmen Felice Jones, M.D., Respondent  
21 Dated this 20 day of July, 2016.

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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 9<sup>th</sup> day of September 2016, with case being dismissed  
3 with prejudice.

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