

1 **WHEREAS**, Respondent understands and agrees that he has certain rights under the United
2 States Constitution and the Constitution of the state of Nevada, as well as under the Medical Practice
3 Act (NRS Chapter 630) and the Nevada Administrative Procedures Act (NRS Chapter 233B),
4 including but not limited to the right to a formal hearing on the charges against him, the right to
5 representation by counsel in the preparation and presentation of his defense, the right to
6 confrontation and cross-examination of witnesses against him, the right to present evidence and
7 witnesses on his own behalf, the right to written findings, conclusions and order regarding a final
8 decision by the Board, and the right to judicial review of any final decision by the Board that is
9 adverse to him; and

10 **WHEREAS**, provided this Agreement is approved by the Board, Respondent agrees to
11 waive all of his rights under the United States Constitution, the Constitution of the state of Nevada,
12 the Medical Practice Act, and the Nevada Administrative Procedures Act, including but not limited
13 to the right to a hearing on the charges and written findings of fact, conclusions of law and order,
14 and he agrees to settle and resolve this matter of the formal complaint against him by way of, and in
15 accordance with, this Settlement, Waiver and Consent Agreement; and

16 **WHEREAS**, Respondent understands and agrees that this Agreement is entered into by and
17 between himself and the Board's IC, and not with the Board, but that the IC will present this
18 Agreement to the Board for consideration in open session at a regularly-scheduled quarterly
19 meeting, duly noticed, and that the IC shall advocate approval of this Agreement by the Board, but
20 that the Board has the right to decide in its own discretion whether or not to approve this Agreement;
21 and

22 **WHEREAS**, Respondent and the IC each understand and agree that if the Board approves
23 the terms, covenants and conditions of this Agreement, then the terms, covenants and conditions
24 enumerated below shall be binding and enforceable upon Respondent and the Board's IC; and

25 **WHEREAS**, Respondent has reviewed and understands all the relevant facts and
26 circumstances of this matter;

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1 **NOW THEREFORE**, in order to resolve the above-captioned case and charges brought
2 against him by the Board's Investigative Committee in said matter, Respondent and the IC hereby
3 agree to the following terms, covenants and conditions:

4 1. **Jurisdiction.** Respondent is, and at all times mentioned in the complaint filed in the
5 above-captioned matter was, a physician licensed to practice medicine in the state of Nevada subject
6 to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical
7 Practice Act (NRS 630), and to impose sanctions as provided by the Act.

8 2. **Representation by Counsel.** Respondent is not represented but acknowledges
9 and agrees that he enters into this Agreement knowingly, willingly, and intelligently after the
10 opportunity for full consultation with counsel.

11 3. **Waiver of Rights.** Respondent covenants and agrees that he waives all rights
12 arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada,
13 NRS Chapter 630 and NRS Chapter 233B that may be available to him or that may apply to him in
14 connection with the proceeding on the complaint filed herein, the defense of said complaint and the
15 adjudication of the charges in said complaint, and Respondent further agrees that the matter of the
16 disciplinary action commenced by complaint herein may be settled and resolved in accordance with
17 this Agreement without a hearing or any further proceeding, and without the right to judicial review.
18 In the event this Agreement is not approved by the Board, this Agreement shall have no force and
19 effect and Respondent shall have all rights arising under or pursuant to the United States
20 Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that
21 may be available to him or that may apply to him in connection with the proceeding on the
22 Complaint.

23 4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and
24 agrees that the Board's IC has a reasonable basis to believe that Respondent violated one or more
25 provisions of the Medical Practice Act.

26 5. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
27 proceedings pending against him without any further cost and expense of providing a defense to the
28 Complaint, Respondent hereby agrees that an order may be entered herein by the Board against him

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

1105 Terminal Way #301

Reno, Nevada 89502

(775) 688-2559

1 finding him guilty of a violation of NRS 630.301(3), that Respondent shall be publicly
2 reprimanded, that Respondent shall be fined in the amount of \$4,000.00, and that Respondent shall
3 reimburse the Board the reasonable costs and expenses incurred in the investigation and prosecution
4 of this case in the current amount of \$981.49, plus any additional costs that may be accrued
5 subsequent in to dispose of this matter. The aforementioned fine and costs are to be paid to the
6 Nevada State Board of Medical Examiners within sixty (60) days of the acceptance, adoption and
7 approval of this Agreement by the Board. A final accounting of the additional costs will be
8 provided to Respondent in the entry of the Board's Order relating to the matter.

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
11 the Board in resolution of the disciplinary proceedings pending herein against Respondent
12 pursuant to the formal complaint. In the course of seeking Board approval, adoption and/or
13 acceptance of this Agreement, counsel for the IC may communicate directly with the Board staff
14 and members of the panel of the Board who would adjudicate this case if it were to go to hearing.
15 Respondent covenants and agrees that such contacts and communication may be made or
16 conducted ex parte, until the public Board meeting where this Agreement is discussed, without
17 notice or opportunity to be heard on his part or on the part of his counsel, and that such contacts
18 and communications may include, but not be limited to, matters concerning this Agreement, the
19 Complaint, the allegations in the Complaint, any and all evidence that may exist in support of the
20 Complaint, and any and all information of every nature whatsoever related to the Complaint
21 against Respondent.

22 7. **Board Approval Required.** This Agreement will be placed on the next available
23 Agenda of a regularly scheduled and duly noticed quarterly Board meeting. It is expressly
24 understood that this Agreement will only become effective if the Board approves the
25 recommendation of the IC for acceptance.

26 8. **Effect of Acceptance of Agreement by Board.** In the event the Board approves,
27 accepts and adopts the terms, covenants and conditions set out in this Agreement, counsel for the
28 IC will cause to be entered herein the Board's Order accepting, adopting and approving this

1 Settlement, Waiver and Consent Agreement, ordering full compliance with the terms herein and
2 ordering that this case be closed, subject to the provisions in Section 5.

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

14 10. **Release From Liability.** In execution of this Agreement, the Respondent, for
15 himself, his executors, successors and assigns, hereby releases and forever discharges the state of
16 Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
17 employees in their representative capacities, and in their individual capacities absent evidence of
18 bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,
19 executions, claims and demands whatsoever, known and unknown, in law or equity, that
20 Respondent ever had, now has, may have or claim to have, against any or all of the persons or
21 entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
22 action, this settlement or its administration, in connection with the complaint. The IC hereby
23 agrees to accept this Agreement in full settlement of all claims related to the complaint, with the
24 understanding that the final decision rests with the Board.

25 11. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
26 binding and enforceable contract upon Respondent and the Board's IC, which contract may be
27 enforced in a court or tribunal having jurisdiction.

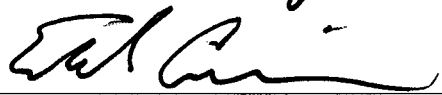
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1 12. **Forum Selection Clause.** Respondent covenants and agrees that in the event
2 either party is required to seek enforcement of this Agreement in the district court, he consents to
3 such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second
4 Judicial District Court of the State of Nevada in and for the County of Washoe.

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

8 14. **Failure to comply with terms.** In the event the Board enters its Order approving
9 this Agreement, should Respondent fail to comply with the terms recited herein, the Board would
10 then have grounds, after notice and a hearing, to take disciplinary action against Respondent in
11 addition to that included herein for the subject's violation of an Order of the Board in accordance
12 with NRS 630.3065(2)(a).

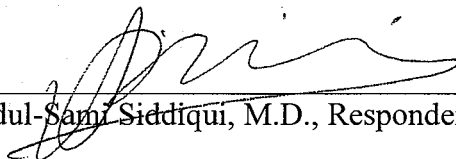
13 Dated this 1st day of February, 2010.

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15 _____
16 Edward O. Cousineau
17 Attorney for the Investigative Committee of the
18 Nevada State Board of Medical Examiners

19 I, Abdul-Sami Siddiqui, M.D., hereby agree to the foregoing Settlement, Waiver and Consent
20 Agreement as to the complaint in Nevada State Board of Medical Examiners Case No. 10-12158-1.

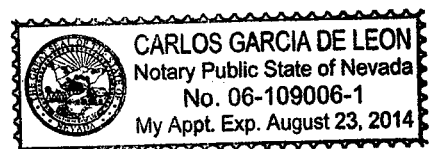
21 Dated this 27th day of October, 2010.

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23 _____
24 Abdul-Sami Siddiqui, M.D., Respondent

25 STATE OF NEVADA
26 COUNTY OF CLACK
27 Subscribed and sworn to before me

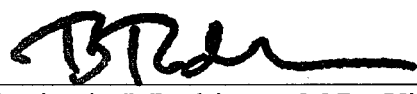
28 this 27 day of OCTOBER 2010. BY, ABDUSAMI ABUWAD SIDDIQUI _____

Notary Public



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IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 11th day of March 2011, with the final total amount of costs due of \$981.49.



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