

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

3 * * * * *

4)
5 **In The Matter of Charges and**)
6 **Complaint Against**)
7 **GEORGE S. LAKNER, M.D.,**)
8 **Respondent.**)

Case No. 01-12221-1

FILED

JUN 13 2011

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9 **STIPULATION and SETTLEMENT, WAIVER AND CONSENT**
10 **AGREEMENT**

11 Subject to approval by the Nevada State Board of Medical Examiners (“Board”), the Board
12 and George S. Lakner, M.D., (“Dr. Lakner”) hereby stipulate to rescind the Findings of Fact,
13 Conclusions of Law and Order filed by the Board on December 19, 2001 regarding the above
14 entitled matter and allowing the following matter to be resolved as set forth below.

15 **FACTUAL and PROCEDURAL SUMMARY**

16 Dr. Lakner was initially licensed by the Board on July 29, 1998. In March 28, 2001,
17 Dr. Lakner renewed his license to practice medicine and signed his application for registration
18 renewal. On June 7, 2001, the Investigative Committee of the Board filed a Complaint against
19 Dr. Lakner, alleging two violations of Nevada Revised Statutes (NRS) Section 630. Specifically
20 count I alleged a violation of NRS 630.304(1), obtaining, maintaining, or renewing or attempting
21 to obtain, maintain or renew a license to practice medicine by bribery, fraud or misrepresentation
22 or by any false, misleading, inaccurate or incomplete statement and count II alleged a violation of
23 NRS 630.306(2)(a)¹, engaging in any conduct meant to deceive. The allegations stemmed from a
24 dispute regarding Dr. Lakner’s answer to a question on his renewal registration submitted in 2001
25 regarding an action involving the Medical Board of California.

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28 ¹ The Complaint filed on June 7, 2001 alleges a violation of NRS 630.306(2)(b), which appears to have been in error. The Findings of Fact, Conclusions of Law and Order subsequently filed on December 19, 2001, correctly identifies the appropriate statute as NRS 630.306(2)(a).

1 A hearing was held regarding the matter on November 7, 2001 in front of a hearing officer. Dr.
2 Lakner was present during the hearing with counsel and did testify during the proceedings. Dr.
3 Lakner contended that he sought guidance on this issue from Board staff at the time of the renewal
4 and renewed based in part on potentially erroneous information from the board staff. The board
5 staff member at the hearing of November 7, 2001, did not explicitly deny that Dr. Lakner had
6 contacted him for advice on completing the renewal application.

7 The matter was adjudicated by the Board during its December 1, 2001 meeting, at which
8 time the Board found by a preponderance of the evidence that Dr. Lakner had violated NRS
9 Chapter 630 as alleged in counts I and II of the Complaint filed on June 7, 2001. The findings of
10 the Board were memorialized in its Findings of Fact, Conclusions of Law and Order filed on
11 December 19, 2001.

12 Dr. Lakner, through his counsel at the time, filed a timely Petition for Judicial Review in
13 the Second Judicial District Court for the state of Nevada in case CV02-00333. Dr. Lakner
14 contended that the Board's findings were clearly erroneous as there was insufficient evidence to
15 support such findings and further contended that that the Board abused its discretion in that the
16 Board's findings did not support a revocation of license.

17 Briefing was completed in the matter and a request for oral argument was filed with the
18 Court. Before oral argument could be heard in the matter, Dr. Lakner was deployed in support of
19 operations in Afghanistan with the United States Military. Dr. Lakner's counsel filed an
20 application for stay of oral argument due to Dr. Lakner being out of the country. Dr. Lakner
21 returned from active duty and has now reopened the Petition for Judicial Review matter with the
22 assistance of his current counsel.

23 In the interests of all parties, it was determined that a stipulated resolution to this matter
24 would be the most appropriate and expeditious manner of bringing this matter to a close and
25 therefore the parties agree to resolve the above referenced matter as well as the pending Petition for
26 Judicial Review through the following terms and conditions.

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1 **TERMS and CONDITIONS**

2 Dr. Lakner has received and reviewed a copy of this Stipulation, Settlement, Waiver and
3 Consent Agreement, understands it, and has consulted with competent counsel L. Kristopher Rath,
4 Esq., concerning the nature and significance of the this Agreement and the consequences of its
5 possible adoption and acceptance by the Board.

6 By entering into this Agreement, Dr. Lakner does not admit to engaging in conduct which
7 violated the Medical Practice Act as alleged in the Complaint, but agrees that based upon the
8 materials previously considered by the Board in December 2001², an Order may be entered herein
9 by the Board finding that he renewed or attempted to renew his 2001 license to practice medicine
10 with an incomplete statement, a violation of NRS 630.304(1), even if acting in good faith, and
11 ordering that he be issued a public reprimand with an effective date of December 19, 2001, that
12 shall not be published. Furthermore, Count II of the Complaint is dismissed. Dr. Lakner shall
13 initiate dismissal of the Petition for Judicial Review filed and currently pending in case number
14 CV02-00333 within thirty (30) days of the filing of the Order.

15 Upon the filing of the Order, Dr. Lakner's license shall immediately be returned to
16 "Active-Not Working" status. Dr. Lakner shall submit a completed renewal application for the
17 2011-2013 biennium along with all requested supporting materials and once the renewal
18 application has been reviewed and approved, he shall be returned to "Active" status.

19 By entering this Agreement and approving that an Order may be entered rescinding the
20 Findings of Fact, Conclusions of Law and Order filed on December 19, 2001, the Board does not
21 admit that any actions taken by the Board related to the filing of the Complaint and adjudication of
22 the above reference matter were clearly erroneous or that any actions were an abuse of discretion.

23 Dr. Lakner understands and agrees that until such time that the Board accepts and adopts
24 this Agreement, it shall not be effectual. Should the Board fail to accept and adopt this
25 Agreement; the Findings of Fact, Conclusions of Law and Order filed on December 19, 2001 shall
26 remain in effect. Should the Agreement be accepted and adopted, an Order shall be entered

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28 ² *The Board did not have information in December, 2001, about developments in California in June, 2001. Specifically, the Board had no information of the outcome of a hearing in California in June, 2001 where a California judge found the California allegations against Dr. Lakner unsustainable, entering the California Division of Licensing into a Stipulation to grant Dr. Lakner a full and unrestricted license.*

1 approving this Settlement, Waiver and Consent Agreement and ordering full compliance with
2 the terms herein and ordering that this case be closed, subject to the provisions set forth below.

3 Dr. Lakner understands and agrees that his counsel may appear on his behalf at the time the
4 Board considers this Agreement and may provide information regarding the assertions made in this
5 Agreement, but that the record in the above referenced matter remains closed and no further
6 evidence or testimony regarding the allegations in the matter may be presented at the time this
7 Agreement is considered.

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

21 In execution of this Agreement, Dr. Lakner, for himself, his executors, successors and
22 assigns, hereby releases and forever discharges the state of Nevada, the Board, the Nevada
23 Attorney General, and each of their members, agents and employees in their representative
24 capacities, and in their individual capacities absent evidence of bad faith, from any and all
25 manner of actions, causes of action, suits, debts, judgments, executions, claims and demands
26 whatsoever, known and unknown, in law or equity, that Dr. Lakner ever had, now has, may have
27 or claim to have, against any or all of the persons or entities named in this paragraph arising out
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1 of or by reason of this investigation, this disciplinary action, this settlement or its administration,
2 in connection with the complaint.

3 Dr. Lakner covenants and agrees that this Agreement is a binding and enforceable
4 contract upon him and the Board, which contract may be enforced in a court or tribunal having
5 jurisdiction. He covenants and agrees that in the event either party is required to seek
6 enforcement of this Agreement in the district court, he consents to such jurisdiction, and
7 covenants and agrees that exclusive jurisdiction shall be in the Second Judicial District Court of
8 the State of Nevada in and for the County of Washoe and that agrees that in the event an action
9 is commenced in the district court to enforce any provision of this Agreement, the prevailing
10 party shall be entitled to recover reasonable costs and attorneys' fees.

11
12 Dated this 7th day of June of 2011.

Dated this 7th day of June, 2011

13 The Nevada State Board of Medical Examiners

14
15 By: [Signature]
16 Lyn E. Beggs, Esq.
17 General Counsel

By: [Signature]
L. Kristopher Rath, Esq.
Attorney for George Lakner, M.D.

18 UNDERSTOOD AND AGREED:

19
20 [Signature]
21 George S. Lakner, M.D

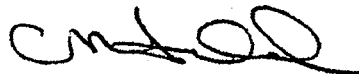
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23 Dated this 2nd day of June, 2011.

24 Subscribed and sworn to before me
25 this 2nd day of June 2011.

26
27 [Signature]
28 Notary Public



1 IT IS HEREBY ORDERED that the foregoing Stipulation and Settlement, Waiver and Consent
2 Agreement, is approved and accepted by the Nevada State Board of Medical Examiners on the
3 10th day of June 2011.



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6 Charles N. Held, M.D., President
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS

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