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

\* \* \* \* \*

**In the Matter of Charges and  
Complaint Against  
Frank Pallares, M.D.,  
Respondent.**

Case No. 17-40466-1

**FILED**

JUN - 2 2017

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS  
By: \_\_\_\_\_

**SETTLEMENT AGREEMENT**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Jasmine Mehta, Esq., Board Deputy General Counsel and attorney for the IC, and Frank Pallares, M.D. (Respondent), a licensed physician in Nevada, hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. Background**

1. Respondent is a physician licensed by the Board, pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since March 8, 2013 (License No. 14727).

2. On March 7, 2017, in Case No. 17-40466-1, the IC filed a formal Complaint (Complaint) alleging that Respondent violated the Medical Practice Act. Specifically, this Complaint alleges: two violations of NRS 630.301(3), one violation of NRS 630.304(1) and two violations of NRS 630.306(1)(k). Respondent was properly served with a copy of this Complaint, has reviewed

<sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and 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 and understands this Complaint, and has had the opportunity to consult with competent counsel  
2 concerning the nature and significance of this Complaint.

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

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

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

24 **B. Terms & Conditions**

25 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
26 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and  
27 conditions:

28 1. **Jurisdiction**. Respondent is, and at all times relevant to the Complaint has been, a

1 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set  
2 forth in the Medical Practice Act.

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

4 Respondent understands that he may retain and consult counsel prior to entering into this  
5 Agreement at his own expense. Respondent acknowledges he is not represented by counsel,  
6 and wishes to resolve the matters addressed herein without counsel. Respondent agrees that if  
7 representation in this matter materially changes prior to entering into this Agreement and for the  
8 duration of this Agreement, counsel for the IC will be timely notified of the material change.  
9 Respondent agrees that he knowingly, willingly and intelligently enters into this Agreement after  
10 deciding not to have a full consultation with and upon the advice of legal counsel.

11 **3. Waiver of Rights.** In connection with this Agreement and the associated terms

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

21 **4. Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges

22 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is  
23 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is  
24 admitting that the IC's claims/counts as alleged in the Complaint have merit and Respondent is  
25 agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.  
26 Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert  
27 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purpose of  
28 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,

1 witnesses, expert witnesses and defenses in order to effectuate this Agreement.

2           **5.     Consent to Entry of Order.** In order to resolve this Complaint pending against  
3 Respondent without incurring any further costs or the expense associated with a hearing, Respondent  
4 hereby agrees that the Board may issue an order finding that Respondent engaged in conduct that  
5 is grounds for discipline pursuant to the Medical Practice Act. Accordingly, the following terms  
6 and conditions are hereby agreed upon:

7           a.     Respondent admits to Count IV of the Complaint, which is one (1) violation  
8 of NRS 630.301(3).

9           b.     Respondent shall pay the costs and expenses incurred in the investigation  
10 and prosecution of the above-referenced matter within thirty (30) days of the Board's  
11 acceptance, adoption and approval of this Agreement, the current amount being \$535.85,  
12 not including any costs that may be necessary to finalize this Agreement.

13           c.     This Agreement shall be reported to the appropriate entities and parties as  
14 required by law, including, but not limited to, the National Practitioner Data Bank.

15           d.     Respondent shall receive a Public Letter of Reprimand.

16           e.     The IC will dismiss Counts I, II, III and V with prejudice.

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

1           7.     **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
2 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
3 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of  
4 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
5 adjudicating members of the Board.

6           Respondent acknowledges that such contacts and communications may be made or  
7 conducted ex parte, without notice or opportunity to be heard on his part until the public Board  
8 meeting where this Agreement is discussed, and that such contacts and communications may  
9 include, but not be limited to, matters concerning this Agreement, the Complaint and any and all  
10 information of every nature whatsoever related to this matter. The IC and its counsel agree that  
11 Respondent may appear at the Board meeting where this Agreement is discussed and, if requested,  
12 respond to any questions that may be addressed to the IC or the IC's counsel.

13           8.     **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
14 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
15 an order of the Board.

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

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

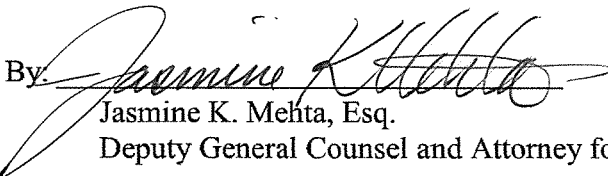
27           11.    **Forum Selection Clause.** The parties agree that in the event either party is  
28 required to seek enforcement of this Agreement in a Nevada state district court, the parties consent

1 to such jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District  
2 Court, State of Nevada, Washoe County.

3 **12. Attorneys' Fees and Costs.** The parties agree that in the event an action is  
4 commenced in district court to enforce any provision of this Agreement, the prevailing party shall  
5 be entitled to recover reasonable attorneys' fees and costs.

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

15 Dated this 26<sup>th</sup> day of APRIL, 2017.

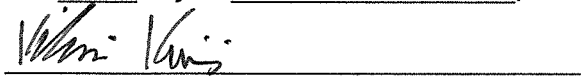
16  
17 By:   
18 Jasmine K. Mehta, Esq.  
19 Deputy General Counsel and Attorney for the Investigative Committee

20 ~~UNDERSTOOD AND AGREED:~~

21  
22   
Frank Pallares, M.D., Respondent

23 Dated this 26 day of APRIL, 2017.

24 SUBSCRIBED and SWORN to before me  
25 this 26 day of APRIL, 2017.

26   
27 NOTARY PUBLIC  
28 LOOSE CERTIFICATE ATTACHED

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
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Signature of Document Signer No. 1 *[Handwritten Signature]*      Signature of Document Signer No. 2 (if any) N/A

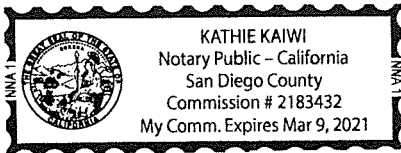
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me  
 on this 26 day of APRIL, 2017,  
 by                      Date                      Month                      Year

(1) FRANK PALLARES  
 (and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.



Signature *[Handwritten Signature]*  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

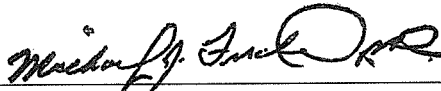
**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: 6 Signer(s) Other Than Named Above: \_\_\_\_\_

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 2<sup>nd</sup> day of June 2017, with the final total amount of  
3 costs due of \$535.85.

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