

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
1105 Terminal Way #301  
Reno, Nevada 89502  
(775) 688-2559

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 **Poupak P. Ziaei, M.D.,**  
8 **Respondent.**

Case No. 17-32905-1

**FILED**

SEP 10 2018

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

9  
10                                   **AMENDED SETTLEMENT AGREEMENT AND ORDER**

11                                   The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Robert Kilroy, Esq., General Counsel for the Board and IC, and  
13 Poupak P. Ziaei, M.D. (Respondent), formerly a licensed medical doctor in Nevada, represented  
14 by Monte Neil Stewart, Esq., of Wright Stanish & Winckler, hereby enter into this Amended  
15 Settlement Agreement (Amendment) based on the following:<sup>1</sup>

16 **A. Background**

17                                   1.     The IC and the Respondent entered into the original Settlement Agreement  
18 (Agreement) in November 2017. The Board added its approving Order on December 1, 2014, and the  
19 Agreement, as approved, was filed on December 4, 2017.

20                                   2.     The Agreement's Paragraph 5.b provided:

21                                   “b.    Respondent will pay the costs and expenses incurred in the investigation and  
22 prosecution of the above-referenced matter, the current amount being \$14,290.16, not  
23 including any costs that may be necessary to finalize this Agreement. Payment of  
24 \$1,000.00 will be due within seven (7) calendar days of the Board's approval of this  
25 Agreement. Based on Respondent's current financial circumstances, payment of \$100.00  
26

27 <sup>1</sup> Capitalized terms in this Amendment have the same meaning as in the original Settlement  
28 Agreement signed by the parties in November 2017, approved by the Board on December 1, 2017,  
and filed on December 4, 2017.

1 per month will be due on the first day of the month beginning on January 1, 2018 through  
2 June 1, 2018. The remaining payment will be due in monthly installments of \$1,000.00  
3 commencing on July 1, 2018 and the first day of each month thereafter, until satisfied in  
4 full.”

5 3. Respondent entered into Paragraph 5.b with the desire and in the good faith belief  
6 that she could accomplish the necessary endeavors to return to practice as a licensed Nevada  
7 physician before June 1, 2018, and, on that basis, that she could begin paying \$1,000.00 a month  
8 on that date in compliance with the terms of Paragraph 5.b.

9 4. In material part because of lack of funds needed to accomplish the necessary  
10 relicensing endeavors (licensing application fee, educational course to prepare for the Internal  
11 Medicine Board Exam, fee for that exam, etc.), Respondent was not able to meet her June 1, 2018  
12 goal.

13 5. Respondent is now planning to take the Internal Medicine Board Exam in October  
14 2018 and believes that she can accomplish all necessary relicensing endeavors before January 1,  
15 2019 and therefore believes that she will be able financially to begin making the monthly  
16 \$1,000.00 payments on that date.

17 6. Respondent has continued to make timely the \$100.00 monthly payments that she  
18 began making January 1, 2018. She will continue to do so until she begins making the \$1,000.00  
19 monthly payments.

20 7. To date, Respondent has paid a total of \$1,800.00 towards her total payment  
21 obligation of \$14,290.16.

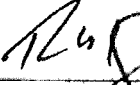
22 8. Accordingly, Paragraph 5.b of the Agreement is amended to read:

23 “b. Respondent will pay the costs and expenses incurred in the investigation and  
24 prosecution of the above-referenced matter, the current amount being \$14,290.16, not  
25 including any costs that may be necessary to finalize this Agreement. Payment of  
26 \$1,000.00 will be due within seven (7) calendar days of the Board’s approval of this  
27 Agreement. Based on Respondent’s current financial circumstances, payment of \$100.00  
28 per month will be due on the first day of the month beginning on January 1, 2018 through

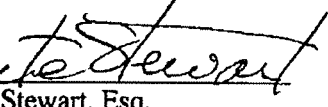
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December 1, 2018. The remaining payment will be due in monthly installments of \$1,000.00 commencing on January 1, 2019 and the first day of each month thereafter, until satisfied in full.”

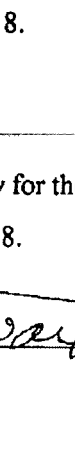
Dated this 9<sup>th</sup> day of August, 2018.

By:   
Robert Kilroy, Esq.  
General Counsel and Attorney for the Investigative Committee

Dated this 7<sup>th</sup> day of August, 2018.

By:   
Monte Neil Stewart, Esq.  
Attorney for the Respondent

UNDERSTOOD AND AGREED:

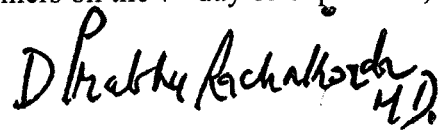
  
Poupak P. Ziaei, M.D., Respondent

Dated this 8<sup>th</sup> day of August, 2018.

OFFICE OF THE GENERAL COUNSEL  
Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
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**IT IS HEREBY ORDERED** that the foregoing Settlement Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 7<sup>th</sup> day of September, 2018, with the final total amount of costs due of \$14,290.16.



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Rachakonda D. Prabhu, M.D., President  
NEVADA STATE BOARD OF MEDICAL EXAMINERS