

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

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4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **SU YOUNG PAK, M.D.,**
8 **Respondent.**

Case No. 19-35720-1

FILED

DEC - 9 2019

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

9
10 **SETTLEMENT AGREEMENT**

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 attorney for the
13 IC, and Su Young Pak, M.D. (Respondent), a licensed physician in Nevada, hereby enter into this
14 Settlement Agreement (Agreement) based on the following:¹

15 **A. Background**

16 1. Respondent is a medical doctor currently licensed in an “inactive” status by the Board,
17 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
18 Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada.
19 His license was originally issued on March 5, 2010, (License No. 13434).

20 2. On July 12, 2019, the IC filed a formal Complaint (Complaint) charging Respondent
21 with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS
22 630.301(3), out of state discipline. By reason of the foregoing, Respondent is subject to discipline by
23 the Board as provided in NRS 630.352.

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27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 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.

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1 3. Respondent was properly served with a copy of this Complaint, has reviewed and
2 understands this Complaint, and has had the opportunity to consult with competent counsel
3 concerning the nature and significance of this Complaint.

4 4. Respondent is hereby advised of his rights regarding this administrative matter, and his
5 opportunity to defend against the allegations in the Complaint. Specifically, Respondent has certain
6 rights in this administrative matter as set out by the United States Constitution, the Nevada
7 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
8 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS
9 Chapter 233B. These rights include the right to a formal hearing on the allegations in the Complaint,
10 the right to representation by counsel, at his own expense, in the preparation and presentation of his
11 defense, the right to confront and cross-examine the witnesses and evidence against him, the right to
12 written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the
13 right to judicial review of the Board's order, if the decision is adverse to him.

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

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

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1 **B. Terms & Conditions**

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

5 1. **Jurisdiction.** Respondent was at all times relevant to the Complaint, a physician
6 licensed to practice medicine, but in an “inactive” status in Nevada, and, thus, subject to the
7 jurisdiction of the Board as set forth in the Medical Practice Act.

8 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
9 Respondent understands that he may retain and consult counsel prior to entering into this
10 Agreement at his own expense. Respondent acknowledges he is not represented by counsel,
11 and wishes to resolve the matters addressed herein without counsel. Respondent agrees that if
12 representation by counsel in this matter materially changes prior to entering into this Agreement
13 and for the duration of this Agreement, that counsel for the IC will be timely notified of the
14 material change. Respondent agrees that he knowingly, willingly and intelligently enters into this
15 Agreement after deciding to forgo a full consultation with legal counsel.

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

26 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
27 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
28 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in

1 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
2 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
3 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
4 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
5 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
6 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
7 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
8 effectuate this Agreement.

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

14 a. Respondent admits to one (1) allegation of violating NRS 630.301(3) (out of state
15 discipline). Respondent's license status shall remain in an "inactive" status.

16 b. Respondent will pay the costs and expenses incurred in the investigation and
17 prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
18 adoption and approval of this Agreement, the current amount being \$576.91, not including any
19 costs that may be necessary to finalize this Agreement.

20 c. Respondent shall take three (3) hours of continuing medical education (CME) related
21 to electronic medical records within six (6) months from the date of the Board's acceptance,
22 adoption and approval of this Agreement. The aforementioned hours of CME *shall be in addition*
23 to any CME requirements that are regularly imposed upon Respondent as a condition of licensure
24 in the State of Nevada and shall be approved by the Board prior to their completion.

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

27 e. Respondent shall receive a Public Letter of Reprimand.

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

12 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
13 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
14 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption of
15 this Agreement, counsel for the IC may communicate directly with the Board staff and the
16 adjudicating members of the Board.

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

24 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
25 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
26 an order of the Board.

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

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

12 11. **Forum Selection Clause.** The parties agree that in the event either party is
13 required to seek enforcement of this Agreement in district court, the parties consent to such
14 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
15 State of Nevada, Washoe County.

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

19 13. **Failure to Comply With Terms.** Should Respondent fail to comply with any term
20 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
21 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
22 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
23 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
24 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
25 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).


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1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to civil collection efforts.

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4 Dated this 15 day of NOVEMBER, 2019.

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6 INVESTIGATIVE COMMITTEE OF THE NEVADA
STATE BOARD OF MEDICAL EXAMINERS

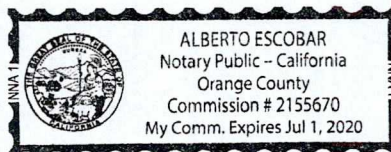
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8 By: 
9 Robert Kilroy, General Counsel
10 Attorney for the Investigative Committee

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12 Dated this 15 day of NOVEMBER, 2019.

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14 By: 
15 Su Young Pak, M.D., Respondent

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18 SUBSCRIBED and SWORN to before me
19 this 15 day of NOVEMBER, 2019.

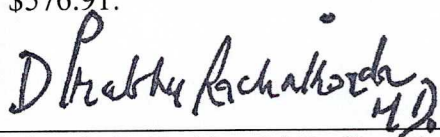
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21 NOTARY PUBLIC 



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IT IS HEREBY ORDERED that the foregoing Settlement Agreement (19-35720-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of December, 2019, with the final total amount of costs due of \$576.91.



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