

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

3 \* \* \* \* \*

4  
5 **In the Matter of Charges and Complaint**

**Case No. 21-20969-1**

6 **Against**

**FILED**

7 **QUINTON KEITH THOMAS M.D.,**

**JUN - 7 2021**

8 **Respondent.**

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 G. Kilroy, Esq., General Counsel for the Board and attorney for  
13 the IC, and Quinton Keith Thomas, M.D. (Respondent), a licensed physician in Nevada, assisted  
14 by his attorney, Charles R. Zeh, Esq., of the Law Offices of Charles R. Zeh, Esq., hereby enter  
15 into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board  
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada  
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada.  
20 His license was originally issued on November 30, 2001 (License No. 10037).

21 2. On March 4, 2021 in Case No. 21-20969-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
23 Complaint alleges one (1) violation of NRS 630.306(1)(r), Failure to Adequately Supervise a Medical  
24 Assistant<sup>2</sup> (Count I), one (1) violation of NRS 630.305(1)(e) Aiding Practice by Unlicensed Person

25  
26 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
27 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,  
28 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.

<sup>2</sup> Respondent promptly terminated his supervision and provided such timely notice to the Board.

1 (Count II), one (1) violation of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records  
2 (Count III) and one (1) violation of NRS 630.306(1)(b)(3) Engaging in Conduct that Violated  
3 Pharmacy Board Regulations, (Count IV).

4 3. By reason of the foregoing, Respondent is subject to discipline by the Board as  
5 provided in NRS 630.352.

6 4. Respondent was properly served with a copy of this Complaint, has reviewed and  
7 understands this Complaint, and has had the opportunity to consult with competent counsel of his  
8 choosing concerning the nature and significance of this Complaint.

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

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

24 7. Respondent understands and agrees that this Agreement, by and between  
25 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
26 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
27 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
28 Board has the right to decide in its own discretion whether or not to approve this Agreement. If

1 the Board does not agree and approve this Agreement, then Respondent may rescind this  
2 Agreement in its entirety. Respondent understands and agrees that if the Board approves this  
3 Agreement, then the terms and conditions enumerated below shall be binding and enforceable  
4 upon him and the Board.

5 **B. TERMS & CONDITIONS**

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

9 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a  
10 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set  
11 forth in the Medical Practice Act.

12 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
13 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters  
14 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
15 matter materially changes prior to entering into this Agreement and for the duration of this  
16 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
17 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to  
18 have a full consultation with and upon the advice of legal counsel.

19 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
20 and conditions, if the Board approves this Agreement, and all conditions, then Respondent  
21 knowingly, willingly and intelligently waives all rights in connection with this administrative  
22 matter. Respondent hereby knowingly, willingly and intelligently waives all rights arising under  
23 the United States Constitution, the Nevada Constitution, the Medical Practice Act, the OML, the  
24 APA, and any other legal rights that may be available to him or that may apply to him in  
25 connection with the administrative proceedings resulting from the Complaint filed in this matter,  
26 including defense of the Complaint, adjudication of the allegations set forth in the Complaint, and  
27 imposition of any disciplinary actions or sanctions ordered by the Board. Respondent agrees to

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1 settle and resolve the allegations of the Complaint as set out by this Agreement, without a hearing  
2 or any further proceedings and without the right to judicial review.

3       **4. Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
4 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent  
5 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in  
6 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges  
7 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit  
8 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential  
9 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has  
10 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the  
11 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent  
12 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
13 effectuate this Agreement.

14       **5. Consent to Entry of Order.** In order to resolve this Complaint pending against  
15 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent  
16 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,  
17 the following terms and conditions are hereby agreed upon:

18       a. Respondent admits to Count I, Failure to Adequately Supervise a Medical Assistant,  
19 NRS 630.306(1)(r), and Count IV, Engaging in Conduct that Violated Pharmacy Board Regulations,  
20 NRS 630.306(1)(b)(3).

21       b. Respondent will pay the costs and expenses incurred in the investigation and  
22 prosecution of the above-referenced matter within nine (9) months of the Board's acceptance,  
23 adoption and approval of this Agreement, the current amount being three thousand eight-hundred  
24 and seventy-two dollars and sixteen cents (\$3,872.16) and not including any costs that may be  
25 necessary to finalize this Agreement. Respondent shall make nine (9) monthly installment  
26 payments of four hundred thirty dollars and twenty-four cents (\$430.24), with the first payment  
27 due on July 6, 2021 with the remaining installment payments due on August 6, 2021,  
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1 September 7, 2021, October 6, 2021, November 5, 2021, December 6, 2021, January 6, 2022,  
2 February 7, 2022, and last payment due on March 7, 2022.

3 c. Respondent shall pay a fine of one thousand dollars (\$1,000.00) within ninety  
4 (90) days of the Board's acceptance, adoption and approval of this Agreement.

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

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

8 f. Respondent shall take three (3) hours of continuing medical education (CME)  
9 related to ethics within the next three (3) months from the date of the Board's acceptance,  
10 adoption and approval of this Agreement. The aforementioned hours of CME *shall be in addition*  
11 to any CME requirements that are regularly imposed upon Respondent as a condition of licensure  
12 in the state of Nevada and shall be approved by the Board prior to their completion.

13 g. Respondent shall not engage in any "medical spa" related activities with any  
14 unlicensed individuals or entities.

15 h. Counts II and III shall be dismissed with prejudice.

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

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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 may not be limited to, matters concerning this Agreement, the Complaint and any and  
10 all information of every nature whatsoever related to this matter. The IC and its counsel agree that  
11 Respondent and/or his counsel may appear at the Board meeting where this Agreement is  
12 discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's  
13 counsel.

14           8.     Effect of Acceptance of Agreement by Board. In the event the Board accepts,  
15 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
16 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
17 and all remaining claims arising out of the Complaint shall be dismissed with prejudice. If Board  
18 does not accept the settlement terms of this Agreement, then the Respondent may withdraw his  
19 admission(s) within this Agreement and may rescind the Agreement in its entirety.

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

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

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

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

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


19 DATED this 12 day of May, 2021.

20 INVESTIGATIVE COMMITTEE OF THE  
21 NEVADA STATE BOARD OF MEDICAL  
22 EXAMINERS

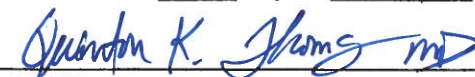
22 By:   
23 ROBERT KILROY, ESQ.  
24 Senior Deputy General Counsel  
25 9600 Gateway Drive  
26 Reno, NV 89521  
27 *Attorney for the Investigative Committee*

DATED this 10<sup>th</sup> day of May, 2021.

LAW OFFICES OF CHARLES R. ZEH, ESQ.

By:   
CHARLES R. ZEH, ESQ.  
50 W. Liberty Street, Suite 950  
Reno, NV 89501  
*Attorneys for Respondent*

DATED this 11<sup>th</sup> day of MAY, 2021.

  
QUINTON KEITH THOMAS, M.D.  
*Respondent*

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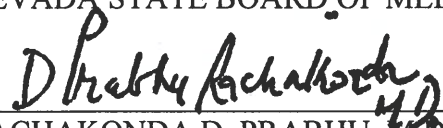
**ORDER**

**IT IS HEREBY ORDERED**, that the foregoing Settlement Agreement (Case No. 21-20969-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of June, 2021, with the final total amount of costs due of three thousand eight hundred seventy-two dollars and sixteen cents (\$3,872.16).

DATED this 4<sup>th</sup> day of June, 2021.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:

  
\_\_\_\_\_  
RACHAKONDA D. PRABHU, M.D.  
*President*