

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. 21-42975-1

6 **Against:**

**FILED**

7 **IPPEI TAKAGI, M.D.,**

**MAR 04 2022**

8 **Respondent.**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: Hall

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10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Brandee Mooneyhan, J.D., Deputy General Counsel for the Board and  
13 attorney for the IC, and Ippei Takagi, M.D. (Respondent), a physician licensed in Nevada, assisted  
14 by his attorney, Edward J. Lemons, Esq., of the law firm of Lemons, Grundy & Eisenberg, hereby  
15 enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor who at all times relevant to this matter was licensed  
18 by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of  
19 the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act) to practice  
20 medicine in Nevada. His license was originally issued on October 17, 2014 (License No. 15590)  
21 and is currently in inactive status.

22 2. On October 19, 2021, in Case No. 21-42975-1, the IC filed a formal Complaint  
23 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
24 Complaint alleges one (1) violation of NRS 630.306(1)(b)(1), Engaging in Conduct Intended to  
25 Deceive (Count I); two (2) violations of NRS 630.301(7), Engaging in Conduct that Violates the

26  
27 <sup>1</sup> 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.

1 Trust of a Patient and Exploits the Relationship with the Patient for Financial or Other Personal  
2 Gain (Counts II and IV); and one (1) violation of NRS 630.301(4), Malpractice (Count III). By  
3 reason of the foregoing, Respondent is subject to discipline by the Board as provided in  
4 NRS 630.352.

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

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

19 5. 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 6. 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.

1 Respondent further understands and agrees that if the Board approves this Agreement, then the  
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

16                   a.       Respondent admits to Count III, Malpractice, a violation of  
17 NRS 630.301(4).

18                   b.       Respondent will pay the costs and expenses incurred in the investigation  
19 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,  
20 adoption and approval of this Agreement, in the amount of three thousand three hundred ninety-  
21 one dollars and seventy-eight cents (\$3,391.78).

22                   c.       Respondent shall pay a fine of five thousand dollars (\$5,000) within sixty  
23 (60) days of the Board's acceptance, adoption and approval of this Agreement.

24                   d.       Respondent asserts that it is his intention not to return to the practice of  
25 medicine in Nevada. Respondent's Nevada medical license, License No. 15590, is currently in an  
26 inactive status. Respondent agrees not to renew his license in the next renewal cycle and agrees to  
27 let it expire on June 30, 2023. Respondent also agrees not to request a change of status to "active"  
28 at any time from now through June 30, 2023. On July 1, 2023, Respondent's license will be

1 deemed expired, and Respondent agrees not to request a reinstatement of his license during the  
2 reinstatement period, July 1, 2023, through June 30, 2025. If Respondent  
3 reapplies for licensure after June 30, 2025, in addition to satisfying all requirements of licensure in  
4 place under Nevada law at the time of his reapplication, Respondent will be required to (1)  
5 undergo an evaluation to determine his fitness to practice medicine, at his own expense, as well as  
6 prove his competence to practice medicine to the Board at that time, as requested by the Board;  
7 and (2) appear at a regularly scheduled meeting of the Board for review and consideration of his  
8 reapplication.

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

11 f. Respondent shall receive a Public Letter of Reprimand.

12 g. The remaining counts of the Complaint (Counts I, II, and IV) and any other  
13 claims against Respondent arising from the Board's currently pending investigative files shall be  
14 dismissed with prejudice. Specifically, this Agreement resolves Board investigative files  
15 [REDACTED] with respect to Respondent.<sup>2</sup>

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,  
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27 <sup>2</sup> This Agreement applies only to Respondent, and has no effect on the claims arising from these  
28 investigative files against other Board licensees. Additionally, this Agreement does not apply to any complaints that  
post-date the final acceptance, approval and adoption of this Agreement; any such future complaint will be processed  
as normal and may subject Respondent to possible future disciplinary action, if warranted.

1 or by reason of, this investigation, this Agreement or the administration of the case referenced  
2 herein.

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

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

16 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
17 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
18 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
19 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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 Complaint 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 party's consent to such  
5 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,  
6 State of Nevada, Washoe County.

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).

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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 14<sup>th</sup> day of February, 2022.

DATED this 14<sup>th</sup> day of February, 2022.

5 INVESTIGATIVE COMMITTEE OF THE  
6 NEVADA STATE BOARD OF MEDICAL  
7 EXAMINERS

LEMONS, GRUNDY & EISENBERG

8 By: Brandee Mooneyhan  
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*Attorney for Respondent*

14 DATED this 14<sup>th</sup> day of February, 2022.

15  
16 By: Ippei Takagi /s/ Ippei Takagi  
17 IPPEI TAKAGI, M.D.,  
18 Nevada License No. 15590  
19 *Respondent*



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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 21-42975-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 4th day of March, 2022.

DATED this 4th day of March, 2022.

NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

By:



VICTOR M. MURO, M.D.

*Board President*