

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. 22-8616-1

6   **Against:**

FILED

7   **MORTON ISAAC HYSON, M.D.,**

SEP 16 2022

8   **Respondent.**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: *[Signature]*

9  
10                                   **SETTLEMENT AGREEMENT**

11           The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Donald K. White, J.D., Senior Deputy General Counsel for the Board and  
13 attorney for the IC, and Morton Isaac Hyson, M.D., (Respondent), a licensed physician in Nevada,  
14 assisted by his attorney, Katherine L. Turpen, Esq., of the law firm of John Cotton & Associates,  
15 hereby enter 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  
20 Nevada. His license was originally issued on July 1, 1990 (License No. 6062).

21           2.    On August 24, 2022, in Case No. 22-8616-1, the IC filed a formal First Amended  
22 Complaint (First Amended Complaint) charging Respondent with violating the Medical Practice  
23 Act. Specifically, the First Amended Complaint alleges one (1) violation of NRS 630.306(1)(p),  
24 Engaging in Unprofessional and Unsafe Conduct (Count I), and one (1) violation of NRS  
25 630.306(b)(1), Deceptive Conduct (Count II). By reason of the foregoing, Respondent is subject  
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 to discipline by the Board as provided in NRS 630.352.

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

5 4. Respondent is hereby advised of his rights regarding this administrative matter, and  
6 of his opportunity to defend against the allegations in the First Amended Complaint. Specifically,  
7 Respondent has certain rights in this administrative matter as set out by the United States  
8 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law  
9 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act  
10 (APA), which is contained in NRS Chapters 233B and 622A. These rights include the right to a  
11 formal hearing on the allegations in the First Amended Complaint, the right to representation by  
12 counsel, at his own expense, in the preparation and presentation of his defense, the right to  
13 confront and cross-examine the witnesses and evidence against him, the right to written findings  
14 of fact, conclusions of law and order reflecting the final decision of the Board, and the right to  
15 judicial review of the Board's order, if the decision is adverse to him.

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

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

28 ///

1 **B. TERMS & CONDITIONS**

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

5 1. **Jurisdiction**. Respondent is, and at all times relevant to the First Amended  
6 Complaint has been, a physician licensed to practice medicine in Nevada 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 acknowledges he is represented by counsel, and wishes to resolve the matters  
10 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
11 matter materially changes prior to entering into this Agreement and for the duration of this  
12 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
13 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to  
14 have a full consultation with and upon the advice of legal counsel.

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

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

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

13 a. Respondent admits to one (1) violation of NRS 630.306(1)(p), Engaging in  
14 Unprofessional and Unsafe Conduct (Count I), and one (1) violation of NRS 630.306(b)(1),  
15 Deceptive Conduct (Count II)

16 b. Respondent's license shall be immediately revoked. Pursuant to NRS  
17 622A.410(1), Respondent may not apply for reinstatement of his medical license for a period of  
18 one (1) year from the date of the Board's acceptance, adoption, and approval of this Agreement as  
19 an Order of the Board. Pursuant to NRS 622A.410, the Board will use its discretion and consider  
20 whether Respondent has complied with the listed factors, if Respondent applies for reinstatement.  
21 The Board is not required to reinstate Respondent's license if he fails to comply with any of the  
22 provisions of this section and the Board reinstates Respondent's license, it has discretion to  
23 impose any conditions, limitations or restrictions on the license as it deems necessary.

24 c. Respondent will pay the costs and expenses incurred in the investigation  
25 and prosecution of the above-referenced matter upon the Board's acceptance, adoption, and  
26 approval of this Agreement as an Order of the Board, the total amount being One Thousand Four  
27 Hundred Seventy-Three Dollars and Three Cents (\$1,473.03). This Board order for the payment  
28 of costs shall be immediately stayed, until which time as Respondent reapplies for licensure, at

1 which time, Respondent is ordered to pay the aforementioned costs and fees within sixty (60)  
2 days.

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

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

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

18 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
20 resolution of this First Amended Complaint. In the course of seeking Board acceptance, approval  
21 and adoption of this Agreement, counsel for the IC may communicate directly with the Board staff  
22 and the adjudicating members of the Board.

23 Respondent acknowledges that such contacts and communications may be made or  
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board  
25 meeting where this Agreement is discussed, and that such contacts and communications may  
26 include, but may not be limited to, matters concerning this Agreement, the First Amended  
27 Complaint and any and all information of every nature whatsoever related to this matter. The IC  
28 and its counsel agree that Respondent and/or Counsel for the Respondent may appear at the Board

1 meeting where this Agreement is discussed and, if requested, respond to any questions that may be  
2 addressed to the IC or the IC's counsel.

3 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
4 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
5 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
6 and all remaining claims arising out of the First Amended Complaint shall be dismissed with  
7 prejudice.

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

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

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

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

26 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term  
27 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
28 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners  
9600 Gateway Drive  
Reno, Nevada 89521  
(775) 688-2559

1 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.  
2 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
3 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
4 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

7  
8 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022. DATED this 24 day of August, 2022.

9 INVESTIGATIVE COMMITTEE OF THE  
10 NEVADA STATE BOARD OF MEDICAL  
11 EXAMINERS

JOHN COTTON & ASSOCIATES

12 By: \_\_\_\_\_  
13 DONALD K. WHITE, J.D.  
14 Senior Deputy General Counsel  
15 9600 Gateway Drive  
16 Reno, NV 89521  
17 Tel: (775) 688-2559  
18 Email: [dwhite@medboard.nv.gov](mailto:dwhite@medboard.nv.gov)  
19 *Attorney for the Investigative Committee*

By:   
KATHERINE L. TURPEN, ESQ.  
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Email: [kturpen@jhcottonlaw.com](mailto:kturpen@jhcottonlaw.com)  
*Attorney for Respondent*

18 DATED this 6<sup>th</sup> day of Sep, 2022.

19  
20 By:   
21 MORTON ISAAC HYSON, M.D.,  
22 *Respondent*

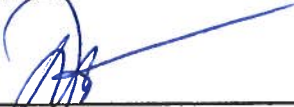
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4 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

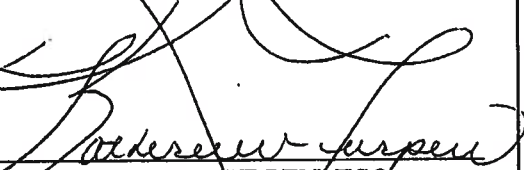
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6 as a condition of this Agreement may subject Respondent to civil collection efforts.

7  
8 DATED this 24<sup>th</sup> day of August, 2022. DATED this 24 day of Aug., 2022.

9 INVESTIGATIVE COMMITTEE OF THE  
10 NEVADA STATE BOARD OF MEDICAL  
11 EXAMINERS

JOHN COTTON & ASSOCIATES

12 By:   
13 DONALD K. WHITE, J.D.  
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19 *Attorney for the Investigative Committee*

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Email: [kturpen@jhcottonlaw.com](mailto:kturpen@jhcottonlaw.com)  
*Attorney for Respondent*

18 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

19  
20 By: \_\_\_\_\_  
21 MORTON ISAAC HYSON, M.D.,  
22 *Respondent*




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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 22-8616-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 16th day of September, 2022.

DATED this 16th day of September, 2022.

NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

By:   
VICTOR M. MURO, M.D.  
*Board President*