

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. 22-36323-1

6 **Against:**

FILED

7 **TODD LINCOLN JACKSON, M.D.**

JUN 10 2022

8 **Respondent.**

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: *Syball*

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Aaron Bart Fricke, J.D., General Counsel for the Board and attorney for
13 the IC, and Todd Lincoln Jackson, M.D. (Respondent), a physician with an expired license in
14 Nevada, assisted by his attorney Michelle R. Schwarz, Esq., of the law firm Hall, Jaffe & Clayton,
15 LLP, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor with an expired license that was issued 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).² His license was originally
20 issued on January 11, 2010 (License No. 13385).

21 2. On February 28, 2022, in Case No. 22-36323-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
23 Complaint alleges one (1) count of violation of NRS 630.301(4), Malpractice.

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25 ¹ All agreements and admissions made by Respondent are solely for final disposition of these matters and
26 any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,
27 Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another
28 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.

² Pursuant to NRS 630.298, the expiration of a license by operation of law or by order or decision of the
Board or a court, or the voluntary surrender of a license by a licensee, does not deprive the Board of jurisdiction to
proceed with any investigation of, or action or disciplinary proceeding against, the licensee or to render a decision
suspending or revoking the license.

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

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

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

16 6. 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 7. 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.

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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 is, and at all times relevant to the Complaint has been, a
6 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set
7 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 and
16 conditions, Respondent knowingly, willingly and intelligently waives all rights in connection with
17 these administrative matters. Respondent hereby knowingly, willingly and intelligently waives all
18 rights arising under the United States Constitution, the Nevada Constitution, the Medical Practice
19 Act, the OML, the APA, and any other legal rights that may be available to him or that may apply
20 to him in connection with the administrative proceedings resulting from the Complaint filed in this
21 matter, including defense of the Complaint, adjudication of the allegations set forth in the
22 Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
23 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
24 Agreement, without a hearing or any further proceedings and without the right to judicial review.

25 4. **Acknowledgement of Reasonable Basis to Proceed**. Respondent acknowledges
26 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
27 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges that
28 Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential

1 subsequent litigation. Respondent asserts that if these matters were to proceed to hearing, he has
2 evidence, witnesses, expert witness(es) and defenses to the count/claim alleged in the Complaint,
3 but for the purposes of resolving these matters and for no other purpose, Respondent waives the
4 presentation of evidence, witnesses, expert witnesses, and defenses in order to effectuate this
5 Agreement.

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

10 a. Respondent admits Count I, violation of NRS 630.301(4), as alleged in the
11 Complaint.

12 b. Respondent shall pay a fine in the amount of one thousand dollars
13 (\$1,000.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this
14 Agreement.

15 c. Respondent shall pay the costs and expenses incurred in the investigation
16 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
17 adoption and approval of this Agreement, in the amount of two thousand three hundred ninety-two
18 dollars and fifty-six cents (\$2,392.56).

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

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

22 f. Any other claims arising from the Board's corresponding investigative case
23 file(s), shall be dismissed with prejudice.

24 **6. Release From Liability.** In execution of this Agreement, Respondent understands
25 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
26 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
27 are immune from civil liability for any decision or action taken in good faith in response to
28 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of

1 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
2 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
3 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
4 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
5 any or all of the persons, government agencies or entities named in this paragraph arising out of,
6 or by reason of, this investigation, this Agreement or the administration of the case referenced
7 herein.

8 7. **Procedure for Adoption of Agreement** The IC and counsel for the IC shall
9 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
10 resolution of the Complaint at an upcoming Board meeting at the Board's earliest convenience,
11 and Respondent hereby waives notice of the same, whether under the United States Constitution,
12 the Nevada Constitution, the Medical Practice Act, the OML, the APA, or otherwise. In the
13 course of seeking Board acceptance, approval and adoption of this Agreement, counsel for the IC
14 may communicate directly with the Board staff and the adjudicating members of the Board.

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

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

27 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
28 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and

1 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
2 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
3 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
4 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
5 the Complaint and from participating in disciplinary proceedings against Respondent, including
6 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
7 such member absent evidence of bad faith.

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

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

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

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

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OFFICE OF THE GENERAL COUNSEL

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

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

DATED this 4 day of APRIL, 2022.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS


By: 
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Attorney for the Investigative Committee

DATED this 4 day of April, 2022

HALL, JAFFE & CLAYTON, LLP

By: 
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7425 Peak Drive
Las Vegas, NV 89128
Tel: (702) 316-4111
Email: mschwarz@lavhjc.com
Attorney for Respondent

DATED this 26 day of MAY, 2022.

By: 
TODD LINCOLN JACKSON, M.D.,
Nevada License (expired) No. 13385
Respondent

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Nevada State Board of Medical Examiners
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Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to any civil and administrative collection efforts available.

DATED this _____ day of _____, 2022. DATED this 4 day of April, 2022

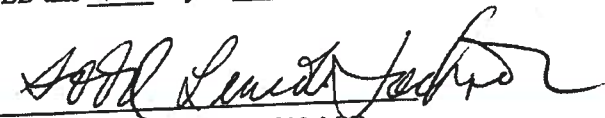
INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

HALL, JAFFE & CLAYTON, LLP

By: _____
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Attorney for Respondent

DATED this 26 day of MAY, 2022.

By: 
TODD LINCOLN JACKSON, M.D.,
Nevada License (expired) No. 13385
Respondent

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-36323-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 10th day of June, 2022.

DATED this 10th day of June, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:



VICTOR M. MURO, M.D.

Board President