

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

SEP 19 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: [Signature]

ORDER OF SUSPENSION AND NOTICE OF HEARING

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board) hereby IMMEDIATELY SUSPENDS the license of Ajumobi Charles Agu, M.D. (Respondent) from the practice of medicine, pursuant to the Board's authority to regulate the practice of medicine in the State of Nevada pursuant to Nevada Revised Statutes (NRS) Chapter 630.

The IC issues this Order of Suspension (Order) based on its determination that Respondent violated the previous Order of Suspension of his license to practice medicine, served on July 6, 2023.

Prior to the preparation of this Order, Board Staff presented to the IC the following:

- 1. Respondent is a medical doctor licensed to practice medicine in the State of Nevada (License No. 8857). The Board issued his license on November 23, 1998.
2. On November 15, 2022, Respondent entered into a Settlement Agreement (Agreement) with the IC and the Board approved the Agreement on December 2, 2022. See Exhibit 1 (Settlement Agreement and Order).
3. Per the terms of the Agreement, Respondent was to submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60)

1 The Investigative Committee of the Nevada State Board of Medical Examiners is composed of Board members Bret W. Frey, M.D., Carl N. Williams, Jr., M.D., FACS, and Col. Eric D. Wade, USAF (Ret.).

1 days of the Board's acceptance, adoption, and approval of the Agreement. The Agreement was
2 accepted, adopted, approved, and subsequently filed on December 2, 2022, requiring Respondent
3 to complete the terms of the Agreement on or before January 31, 2023.

4 4. Additionally, per the Agreement, Respondent was to perform ten (10) hours of
5 Continuing Medical Education (CME) related to the best practices in medical record keeping
6 within six (6) months from the date of the Board's acceptance, adoption, and approval of the
7 Agreement or June 2, 2023.

8 5. Pursuant to the Agreement and Order, Respondent acceded, that should he fail to
9 comply with any of the terms or conditions of the Agreement, once the Agreement had been
10 accepted, approved, and adopted by the Board, the IC would be authorized to immediately
11 suspend Respondent's license to practice medicine in the State of Nevada pending an Order to
12 Show Cause hearing, which is hereby duly noticed.

13 6. Respondent registered for the EBAS examination on March 14, 2023, for an
14 April 25, 2023, exam date.

15 7. On May 17, 2023, Board staff received notice from Ethics and Boundaries
16 Assessment Services that the Respondent failed all five (5) sections of the EBAS examination on
17 April 25, 2023.

18 8. On June 28, 2023, Respondent furnished a certificate of completion for the
19 aforementioned hours of CME with a completion date of June 26, 2023, twenty-four (24) days
20 past the deadline stated in the Agreement and Order.

21 9. On June 30, 2023, the IC issued the Respondent an Order of Suspension, which
22 stated unequivocally that the Respondent was prohibited from engaging in any acts that constitute
23 the practice of medicine pursuant to NRS 630.020. *See Exhibit 2* (Order of Suspension and Notice
24 of Hearing, filed June 30, 2023).

25 10. On July 6, 2023, Respondent was served with aforementioned Order of
26 Suspension.

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1 11. An Order to Show Cause Hearing was conducted on July 27, 2023, which was
2 attended by Respondent and Counsel for the IC where it was found that the IC had met its burden
3 of proof to maintain the suspension of Respondent's license to practice medicine.

4 12. After consideration of the testimony provided at the Order to Show Cause hearing
5 on August 10, 2023, the IC elected to lift the suspension of Respondent's license.

6 13. On or about August 29, 2023, a prescriber activity report from the Nevada State
7 Board of Pharmacy was retrieved that indicated that Respondent was, in fact, practicing medicine
8 while his license was suspended.

9 14. Despite Respondent's prohibition from the practice of medicine during the period
10 of his suspension from July 6, 2023, through August 10, 2023, Respondent continued to engage in
11 the practice of medicine without an active Nevada medical license, in violation of the IC's Order
12 of Suspension by writing no less than fifty-eight (58) prescriptions for controlled substances.

13 15. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in
14 NRS 630.2672, knowingly or willfully failing to comply with:

15 (a) [a] regulation, subpoena or order of the Board or a committee
16 designated by the Board to investigate a complaint against a
17 physician, constitutes grounds for initiating disciplinary action.

18 16. Based on the foregoing, the IC finds that Respondent, Ajumobi Charles Agu, M.D.,
19 has willfully and/or knowingly violated his Settlement Agreement and Order adopted and issued
20 on December 2, 2022, and then willfully and/or knowingly violated the June 30, 2023, Order of
21 Suspension to which Respondent was immediately suspended from the practice of medicine in the
22 State of Nevada. *See* NRS 630.326(1); BME Case No. 22-12518-1, Settlement Agreement and
23 Order attached hereto as **Exhibit 1**; Order of Suspension and Notice of Hearing attached hereto as
24 **Exhibit 2**.

25 **ORDER**

26 **IT IS HEREBY ORDERED** that the license to practice medicine issued to
27 Ajumobi Charles Agu, M.D. (No. 8857) by the State of Nevada Board of Medical Examiners is
28 again immediately **SUSPENDED** until further order of the IC or Board, and **Respondent is**

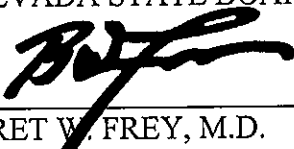
OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

1 prohibited from engaging in any acts that constitute the practice of medicine pursuant to
2 NRS 630.020; (emphasis added); and

3 IT IS FURTHER ORDERED that a hearing on this matter is set for the 19th day of
4 October, 2023, at 2:00 p.m., at the Board's office located at 9600 Gateway Drive, Reno, Nevada
5 89521, to determine whether this suspension may continue, unless the parties mutually agree in
6 writing to a different date and/or time. See NRS 630.326(2).

7 DATED this 19th day of September, 2023.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL EXAMINERS

10 By: 
11 BRET W. FREY, M.D.
12 *Chairman of the Investigative Committee*

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EXHIBIT 1

EXHIBIT 1

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint
Against:
AJUMOBI CHARLES AGU, M.D.,
Respondent.

Case No. 22-12518-1

FILED

DEC 02 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status by the Board pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in Nevada. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any 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 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

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

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

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
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 Complaint
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
22 the 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**. As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

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

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

12 a. Respondent admits to Counts I, II, V, VIII: one (1) violation of
13 NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain
14 Proper Medical Records.

15 b. Respondent will 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, the current amount being four thousand five hundred
18 four dollars and thirty-four cents (\$4,504.34).

19 c. Respondent shall pay a fine of four thousand five hundred dollars and zero
20 cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this
21 Agreement.

22 d. Respondent shall perform ten (10) hours of Continuing Medical Education
23 (CME) relating to best practices in medical recordkeeping within six (6) months from the date of
24 the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of
25 CME shall be in addition to the CME requirements that are regularly imposed for licensure

26 e. The Respondent shall submit to and pass all five (5) sections of the Ethics
27 and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board
28 approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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 Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 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 Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 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 Complaint shall be dismissed with prejudice.

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559

1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
EXAMINERS

LADAH LAW FIRM

10
11 By: 

By: Alia Najjar

12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icumings@medboard.nv.gov
18 Attorney for the Investigative Committee

ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

19 DATED this 14th day of November, 2021.

20 By: 

21 AJUMOBI CHARLES AGU, M.D.,
22 Nevada License No. 8857
23 Respondent
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OFFICE OF THE GENERAL COUNSEL
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS


By: 
AURY NAGY, M.D.
Board President

EXHIBIT 2

EXHIBIT 2

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

3 * * * * *

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

Case No.: 23-12518-1

6 **Against:**

FILED

7 **AJUMOBI CHARLES AGU, M.D.,**

JUN 30 2023

8 **Respondent.**

9 **NEVADA STATE BOARD OF**
MEDICAL EXAMINERS
By: 

10
11 **ORDER OF SUSPENSION AND NOTICE OF HEARING**

12 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
13 (Board) hereby **IMMEDIATELY SUSPENDS** the license of Ajumobi Charles Agu, M.D.
14 (Respondent) from the practice of medicine, pursuant to the Board's authority to regulate the
15 practice of medicine in the State of Nevada pursuant to Nevada Revised Statutes (NRS)
16 Chapter 630.

17 The IC issues this Order of Suspension (Order) based on its determination that Respondent
18 violated a Board Order when he did not satisfy all of the conditions contained in the Settlement
19 Agreement and Order he entered into with the IC on November 15, 2022, approved by the Board
20 on December 2, 2022.

21 Prior to the preparation of this Order, Board Staff presented to the IC the following:

22 1. Respondent is a medical doctor licensed to practice medicine in the State of
23 Nevada (License No. 8857). The Board issued his license on November 23, 1998.

24 2. On November 15, 2022, Respondent entered into a Settlement Agreement with the
25 IC and the Board approved the agreement on December 2, 2022. *See Exhibit 1* (Settlement
26 Agreement and Order).

27 *///*

28 _____
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1 3. Per the terms of the Settlement Agreement, Respondent was to submit to and pass
2 all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination
3 within sixty (60) days of the Board's acceptance, adoption, and approval of the Agreement. The
4 Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of
5 the terms on or before January 31, 2023.

6 4. Additionally, per the Settlement Agreement, Respondent was to perform ten (10)
7 hours of Continuing Medical Education relating to best practices in medical record keeping within
8 six (6) months from the date of the Board's acceptance, adoption, and approval of the Settlement
9 Agreement. The Settlement Agreement was approved and adopted on December 2, 2022,
10 requiring completion of ten (10) hours of Continuing Medical Education to be completed by
11 June 2, 2023.

12 5. Pursuant to the Settlement Agreement and Order, Respondent agreed that should
13 Respondent fail to comply with any of the terms or conditions of the Agreement, once the
14 Agreement had been accepted, approved, and adopted by the Board, the IC shall be authorized to
15 immediately suspend Respondent's license to practice medicine in the State of Nevada pending an
16 Order to Show Cause Hearing, which is hereby duly noticed.

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18 April 25, 2023, exam date.

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20 Assessment Services that the Respondent failed all five sections of the EBAS examination which
21 took place on April 25, 2023.

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23 aforementioned hours of Continuing Medical Education with a completion date of June 26, 2023,
24 twenty-four (24) days past the deadline stated in the Settlement Agreement and Order.

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EXHIBIT 1

EXHIBIT 1

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**
6 **Against:**
7 **AJUMOBI CHARLES AGU, M.D.,**
8 **Respondent.**

Case No. 22-12518-1

FILED

DEC 02 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

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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 Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney
13 for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada,
14 assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this
15 Settlement Agreement (Agreement) based on the following:¹

16 **A. BACKGROUND**

17 2. 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 23, 1998 (License No. 8857).

21 3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
23 Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3)
24 violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII);
25 and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in
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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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2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

17 6. Respondent understands that, under the Board's charge to protect the public by
18 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
19 license, including license probation, license suspension, license revocation and imposition of
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25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
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27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

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
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 Complaint
21 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
22 the 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.** As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

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

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

12 a. Respondent admits to Counts I, II, V, VIII: one (1) violation of
13 NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain
14 Proper Medical Records.

15 b. Respondent will 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, the current amount being four thousand five hundred
18 four dollars and thirty-four cents (\$4,504.34).

19 c. Respondent shall pay a fine of four thousand five hundred dollars and zero
20 cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this
21 Agreement.

22 d. Respondent shall perform ten (10) hours of Continuing Medical Education
23 (CME) relating to best practices in medical recordkeeping within six (6) months from the date of
24 the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of
25 CME shall be in addition to the CME requirements that are regularly imposed for licensure

26 e. The Respondent shall submit to and pass all five (5) sections of the Ethics
27 and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board
28 approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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 Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 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 Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 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 Complaint shall be dismissed with prejudice.

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

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Failure to comply with the terms of this Agreement, including failure to pay any fines, costs, expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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 civil collection efforts.

DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

LADAH LAW FIRM


By: 

By: 

IAN J. CUMINGS, J.D.
Deputy General Counsel
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ALIA A. NAJJAR, M.D., ESQ.
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Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

DATED this 14th day of November, 2021.

By: 
AJUMOBI CHARLES AGU, M.D.,
Nevada License No. 8857
Respondent

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
AURY NAGY, M.D.
Board President