

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

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. 22-8666-1  
6 **Against:** 22-8666-2  
7 **MICHAEL SCOTT MALL, M.D.,** 22-8666-3  
8 **Respondent.**

9 SEP 15 2023

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: *Donald K. White*

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 Michael Scott Mall, M.D. (Respondent), a licensed physician in Nevada,  
14 assisted by his attorney, Michael Navratil, Esq., of the law firm of John H. Cotton & Associates,  
15 Ltd., 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. 6074).

21 **CASE NO. 22-8666-1**

22 2. On May 5, 2022, in Case No. 22-8666-1, the IC filed a formal Complaint  
23 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
24 Complaint alleges ten (10) violations of NRS 630.301(4), Malpractice (Count(s) I, VI, VIII, XII,  
25 XV, XVII, XX, XIV, XVI and XVIII); thirteen (13) violations of NRS 630.3062(1)(a) Failure to  
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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 Maintain Complete Medical Records, (Count(s) II, V, VII, XI, XIII, XIV, XVI, XVIII, XIX,  
2 XXIII, XXV, XXVII, and XXX); four (4) violations of NRS 630.306(1)(e) Practicing Beyond  
3 Scope of Licensure (Counts III, IX, XXI, and XXIX). By reason of the foregoing, Respondent is  
4 subject to discipline by the Board as provided in NRS 630.352.

5 **CASE NO. 22-8666-2**

6 3. On May 5, 2022, in Case No. 22-8666-2, the IC filed a formal Complaint  
7 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
8 Complaint alleges one (1) violation of NRS 630.306(1)(b)(3) Violation of Provisions of Chapter  
9 639 of Nevada Revised Statutes Governing Controlled Substances (Count I) and one (1) violation  
10 of NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records. By reason of the  
11 foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

12 **CASE NO. 22-8666-3**

13 4. On May 5, 2022, in Case No. 22-8666-3, the IC filed a formal Complaint  
14 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
15 Complaint alleges one (1) violation of NRS 630.306(1)(b)(3) Violation of Provisions of Chapter  
16 639 of Nevada Revised Statutes Governing Controlled Substances (Count I) and one (1) violation  
17 of NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records. By reason of the  
18 foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

19 5. Respondent was properly served with a copy of these Complaints, has reviewed  
20 and understands these Complaints, and has had the opportunity to consult with competent counsel  
21 concerning the nature and significance of these Complaints.

22 6. Respondent is hereby advised of his rights regarding this administrative matter, and  
23 of his opportunity to defend against the allegations in the Complaints. Specifically, Respondent  
24 has certain rights in these administrative matters as set out by the United States Constitution, the  
25 Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is  
26 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is  
27 contained in NRS Chapter 233B and 622A. These rights include the right to a formal hearing on  
28 the allegations in the Complaints, the right to representation by counsel, at his own expense, in the

1 preparation and presentation of his defense, the right to confront and cross-examine the witnesses  
2 and evidence against him, the right to written findings of fact, conclusions of law and order  
3 reflecting the final decisions of the Board, and the right to judicial review of the Board's orders, if  
4 the decisions are adverse to him.

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

10 8. Respondent understands and agrees that this Agreement, by and between  
11 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
12 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
13 understands that the IC shall advocate for the Board's approval of this Agreement, but that the  
14 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
15 Respondent further understands and agrees that if the Board approves this Agreement, then the  
16 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

17 **B. TERMS & CONDITIONS**

18 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the matters  
19 with regard to the Complaints, Respondent and the IC hereby agree to the following terms and  
20 conditions:

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

24 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
25 Respondent acknowledges he is represented by counsel and wishes to resolve the matters  
26 addressed herein with said counsel in Case No. 22-8666-2. Respondent agrees that if  
27 representation by counsel in this matter materially changes prior to entering into this Agreement  
28 and for the duration of this Agreement, that counsel for the IC will be timely notified of the

1 material change. Respondent agrees that he knowingly, willingly and intelligently enters into this  
2 Agreement after deciding to have a full consultation with and upon the advice of legal counsel.

3 Respondent acknowledges he is not represented by counsel and wishes to resolve the  
4 matters addressed herein without said counsel in Case Nos. 22-8666-1 and 22-8666-3.  
5 Respondent agrees that if representation by counsel in this matter materially changes prior to  
6 entering into these Agreements (Case Nos. 22-8666-1 and 22-8666-3) and for the duration of these  
7 Agreements, that counsel for the IC will be timely notified of the material change. Respondent  
8 agrees that he knowingly, willingly and intelligently enters into these Agreements (Case Nos. 22-  
9 8666-1 and 22-8666-3) without the advice of legal counsel.

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

21 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
22 into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent  
23 acknowledges that the IC believes it has reasonable bases to allege that Respondent engaged in  
24 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges  
25 Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have merit  
26 and Respondent is agreeing to resolve this matter to avoid the costs of hearings and potential  
27 subsequent litigation. Respondent asserts, if these matters were to proceed to hearing, he has  
28 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the

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1 Complaints, but for the purposes of resolving these matters and for no other purpose, Respondent  
2 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to  
3 effectuate this Agreement.

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

8 a. In order to resolve these Complaints pending against the Respondent,  
9 Respondent admits to the following counts:

10 i. **CASE NO. 22-8666-1:** Count I, Malpractice; Count III, Violation of  
11 Standards of Practice Established by Regulation; Count IV, Practice  
12 Beyond Scope of License.

13 ii. **CASE NO. 22-8666-2:** Count I, Violation of a Provision of Chapter 639 of  
14 Nevada Revised statutes Governing Prescribing Controlled Substances.

15 iii. **CASE NO. 22-8666-3:** Count I, Violation of a Provision of Chapter 639 of  
16 Nevada Revised statutes Governing Prescribing Controlled Substances.

17 b. Respondent's license is hereby placed on probationary status for eighteen  
18 (18) months, from September 15, 2023, through and including March 14, 2025 (Probationary  
19 Period). During the Probationary Period, Respondent must complete the following terms and  
20 conditions within the Probationary Period and demonstrate compliance to the good faith  
21 satisfaction of the Board during and within eighteen (18) months; if Respondent fails to  
22 demonstrate compliance with the terms and conditions of this Agreement within eighteen (18)  
23 months, or otherwise violates the terms of this Agreement or the Medical Practice Act, then the IC  
24 shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada  
25 pending an Order To Show Cause Hearing on immediate revocation of his license, which hearing  
26 will be duly noticed. The following terms and conditions shall apply during Respondent's  
27 probationary period:

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*man E/10/23*

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- i. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matters in sixteen (16) equal monthly payments beginning November 15, 2023, continuing on December 15, 2023, January 15, 2024, February 15, 2024, March 15, 2024, April 15, 2024, May 15, 2024, June 15, 2024, July 15, 2024, August 15, 2024, September 15, 2024, October 15, 2024, November 15, 2024, December 15, 2024, January 15, 2025, and paid in full on or before February 15, 2025, with the total amount being ten thousand nine hundred ninety-three dollars and fifty-six cents (\$10,993.56). The payment plan is conditioned upon the Board's acceptance, adoption and approval of this Agreement.
- ii. Respondent shall pay a fine of twenty thousand dollars (\$20,000.00) in sixteen (16) equal monthly payments beginning November 15, 2023, continuing on December 15, 2023, January 15, 2024, February 15, 2024, March 15, 2024, April 15, 2024, May 15, 2024, June 15, 2024, July 15, 2024, August 15, 2024, September 15, 2024, October 15, 2024, November 15, 2024, December 15, 2024, January 15, 2025, and paid in full on or before February 15, 2025. The payment plan is conditioned upon the Board's acceptance, adoption and approval of this Agreement.
- iii. The Respondent shall perform a total of thirty (30) hours of Continued Medical Education (CME), with twenty-two (22) hours of CME related to best practices in the prescribing of controlled substances, and the remaining eight (8) hours related to practicing within the scope of practice. These CME hours must be completed within 180 days of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of CME shall be in addition to any CME requirements that are regularly imposed upon Respondent as a condition of licensure in the state of Nevada and shall be approved by the Board to meet this requirement prior to their completion.

- 1                   iv. The Respondent shall submit to and pass all five (5) sections of the Ethics
- 2                   and Boundaries Assessment Services (EBAS) examination within 180 days
- 3                   of the Board's approval of this agreement which shall be paid for at the
- 4                   expense of the Respondent.
- 5                   c. This Agreement shall be reported to the appropriate entities and parties as
- 6                   required by law, including, but not limited to, the National Practitioner Data Bank.
- 7                   d. Respondent shall receive a Public Letter of Reprimand.
- 8                   e. The remaining counts of the Complaints, and any other claims arising from
- 9                   the Board's corresponding investigative case files shall be dismissed with prejudice. Investigative
- 10                  File Nos. 15-15914 and 18-18160 shall also be dismissed with prejudice.
- 11                  6. **Release from Liability.** In execution of this Agreement, Respondent understands
- 12                  and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
- 13                  investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
- 14                  are immune from civil liability for any decision or action taken in good faith in response to
- 15                  information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
- 16                  Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
- 17                  committees, panels, hearing officers, consultants and agents from any and all manner of actions,
- 18                  causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
- 19                  unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
- 20                  any or all of the persons, government agencies or entities named in this paragraph arising out of,
- 21                  or by reason of, this investigation, this Agreement or the administration of the case referenced
- 22                  herein.
- 23                  7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
- 24                  recommend approval and adoption of the terms and conditions of this Agreement by the Board in
- 25                  resolution of these Complaints. In the course of seeking Board acceptance, approval and adoption
- 26                  of this Agreement, counsel for the IC may communicate directly with the Board staff and the
- 27                  adjudicating members of the Board.
- 28                  ///

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

9 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
10 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
11 an order of the Board, and, pending full compliance with the terms herein, the cases shall be  
12 closed and all remaining claims arising out of the Complaints shall be dismissed with prejudice.

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

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

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

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

4           13.    Failure to Comply with Terms.  Should Respondent fail to comply with any term  
5 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
6 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
7 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.  
8 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
9 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
10 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.

3  
4 DATED this 11th day of August, 2023. DATED this 10<sup>th</sup> day of August, 2023.  
5 INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXAMINERS  
6 JOHN H. COTTON & ASSOCIATES, LTD.

7  
8 By:   
9 DONALD K. WHITE, J.D.  
10 Senior Deputy General Counsel  
11 9600 Gateway Drive  
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13 Tel: (775) 688-2559  
14 Email: [dwhite@medboard.nv.gov](mailto:dwhite@medboard.nv.gov)  
15 Attorney for the Investigative Committee

By:   
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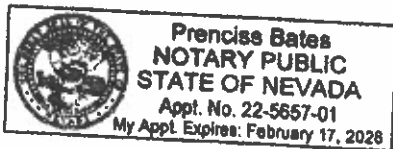
16 DATED this 10 day of AUGUST, 2023.

17 By:   
18 MICHAEL SCOTT MALL, M.D.,  
19 Nevada License No. 6074  
20 Respondent

21 STATE OF NEVADA )  
22 ) :ss.  
23 COUNTY OF Clark )

24 SUBSCRIBED and SWORN to before me  
25 this 10<sup>th</sup> day of August, 2023.

26   
27 NOTARY PUBLIC  
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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 22-8666-1, 22-8666-2 and 22-8666-3) was approved and accepted by the Nevada State Board of Medical Examiners on the 15th day of September, 2023.

DATED this 15th day of September, 2023.

NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

By: \_\_\_\_\_

  
AURY NAGY, M.D.  
*Board President*