

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

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**In the Matter of Charges and Complaint**

**Case Nos. 24-35350-1  
24-35350-2**

**Against:**

**CHINYERE LAWRENTIA OKEKE, M.D.,**

**Respondent.**

**FILED**

**DEC 13 2024**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: *mau*

**SETTLEMENT AGREEMENT**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Sarah A. Bradley, J.D., MBA, Deputy Executive Director for the Board and attorney for the IC, and Chinyere Lawrentia Okeke, M.D. (Respondent), a licensed physician in Nevada, assisted by her attorney, Liborius Agwara, Esq., of the Law Offices of Libo Agwara, Ltd., hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

**A. BACKGROUND**

1. Respondent is a medical doctor currently licensed in an 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. Her license was originally issued on June 19, 2012 (License No. 14416).

2. On February 13, 2024, in Case No. 24-35350-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II); one (1)

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<sup>1</sup> 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 violation of NRS 630.306(1)(b)(3), Violation of Statutes and Regulations of the Nevada State  
2 Board of Pharmacy (Count III).

3 3. On May 9, 2024, in Case No. 24-35350-2, the IC filed a formal Complaint  
4 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the  
5 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation  
6 of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II); one (1)  
7 violation of NRS 630.306(1)(b)(3), Violation of Statutes and Regulations of the Nevada State  
8 Board of Pharmacy (Count III).

9 4. By reason of the foregoing allegations described in paragraphs 2–3, Respondent is  
10 subject to discipline by the Board as provided in NRS 630.352.

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

14 6. Respondent is hereby advised of her rights regarding this administrative matter,  
15 and of her opportunity to defend against the allegations in the Complaints. Specifically,  
16 Respondent has certain rights in this administrative matter as set out by the United States  
17 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law  
18 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act  
19 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to a  
20 formal hearing on the allegations in the Complaints, the right to representation by counsel, at her  
21 own expense, in the preparation and presentation of her defense, the right to confront and cross-  
22 examine the witnesses and evidence against him, the right to written findings of fact, conclusions  
23 of law and order reflecting the final decision of the Board, and the right to judicial review of the  
24 Board's order, if the decision is adverse to her.

25 7. Respondent understands that, under the Board's charge to protect the public by  
26 regulating the practice of medicine, the Board may take disciplinary action against Respondent's  
27 license, including license probation, license suspension, license revocation and imposition of

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1 administrative fines, as well as any other reasonable requirement or limitation, if the Board  
2 concludes that Respondent violated one or more provisions of the Medical Practice Act.

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

10 **B. TERMS & CONDITIONS**

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

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

17 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**  
18 Respondent acknowledges she is represented by counsel and wishes to resolve the matters  
19 addressed herein with said counsel. Respondent agrees that if representation by counsel in this  
20 matter materially changes prior to entering into this Agreement and for the duration of this  
21 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
22 agrees that she knowingly, willingly, and intelligently enters into this Agreement after deciding to  
23 have a full consultation with and upon the advice of legal counsel.

24 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms  
25 and conditions, Respondent knowingly, willingly, and intelligently waives all rights in connection  
26 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives  
27 all rights arising under the United States Constitution, the Nevada Constitution, the Medical  
28 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that

1 may apply to him in connection with the administrative proceedings resulting from the Complaints  
2 filed in this matter, including defense of the Complaints, adjudication of the allegations set forth in  
3 the Complaints, and imposition of any disciplinary actions or sanctions ordered by the Board.  
4 Respondent agrees to settle and resolve the allegations of the Complaints as set out by this  
5 Agreement, without a hearing or any further proceedings and without the right to judicial review.

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

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

21 a. Respondent admits to two (2) violations of NRS 630.301(4), Malpractice,  
22 and two (2) violations of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records, as  
23 alleged in the two (2) Complaints;

24 b. Respondent agrees to complete twenty-two (22) hours of continuing  
25 medical education (CME) related to best practices for prescribing controlled substances and six  
26 (6) hours of CME related to record-keeping within six (6) months from the date of the Board's  
27 Order approving the Agreement. These twenty-eight (28) hours of CME shall be in addition to the  
28 CME requirement regularly imposed upon Respondent as a condition of licensure in the State of

1 Nevada pursuant to NAC 630.125(1), and shall be approved by the Board prior to their  
2 completion;

3 c. Respondent agrees to pay a fine in the amount of two thousand five hundred  
4 dollars and no cents (\$2,500.00);

5 d. Respondent agrees to reimburse the Board for the costs and fees expended  
6 in the investigation and prosecution of the above-referenced cases in the amount of eight thousand  
7 nine hundred fifty-six dollars and eighty-one cents (\$8,956.81);

8 e. Respondent will pay the amounts due pursuant to the above, totaling eleven  
9 thousand four hundred fifty-six dollars and eighty-one cents (\$11,456.81) in nine (9) equal  
10 payments of one thousand two hundred seventy-two dollars and ninety-eight cents (\$1,272.98),  
11 with the first payment due on or before January 15, 2025, and the remaining eight (8) payments  
12 due the 15th of the month thereafter;

13 f. Respondent asserts that going forward she will be dedicated to referring her  
14 patients with chronic pain to physicians specializing in pain management for management of their  
15 pain;

16 g. This Agreement shall be reported to the appropriate entities and parties as  
17 required by law, including, but not limited to, the National Practitioner Data Bank;

18 h. Respondent shall receive a Public Letter of Reprimand; and

19 i. The two counts of violation of statutes and regulations of the Nevada State  
20 Board of Pharmacy, in violation of NRS 630.306(1)(b)(3), as alleged in the two (2) Complaints  
21 will be dismissed with prejudice, and any other claims and allegations arising from Board's  
22 corresponding investigative case files 19-19115 and 21-20128, shall also be dismissed with  
23 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 these Complaints. In the course of seeking Board acceptance, approval and adoption  
11 of this Agreement, counsel for the IC may communicate directly with the Board staff and the  
12 adjudicating members of the Board.

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

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

25       9.     **Effect of Rejection of Agreement by Board.** In the event the Board does not  
26 accept, approve and adopt this Agreement, this Agreement shall be null, void, and of no force and  
27 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
28 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement

1 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
2 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
3 this Complaints and from participating in disciplinary proceedings against Respondent, including  
4 adjudication of this case; and (2) Respondent further agrees that she shall not seek to disqualify  
5 any such member absent evidence of bad faith.

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

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

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

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

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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 civil collection efforts.

DATED this 11<sup>th</sup> day of Sept., 2024.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

By: Sarah A. Bradley  
SARAH A. BRADLEY, J.D., MBA  
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*Attorney for the Investigative Committee*

DATED this 13<sup>th</sup> day of Sept., 2024.

LAW OFFICES OF LIBO AGWARA, LTD.

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*Attorney for Respondent*

DATED this 12<sup>th</sup> day of Sept., 2024.

By: Chinyere Lawrentia Okeke  
CHINYERE LAWRENTIA OKEKE, M.D.,  
Nevada License No. 14416  
*Respondent*



**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case Nos. 24-35350-1 and 24-35350-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 13th day of December, 2024.

DATED this 13th day of December, 2024.

NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

By:



NICK M. SPIRTOS, M.D., F.A.C.O.G.  
*Board President*