

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

* * * * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In the Matter of Charges and Complaint
Against:
KASEY LAZJR ABANONU, M.D.,
Respondent.

Case Nos. 23-39319-1
23-39319-2
FILED
JUN 07 2024

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *[Signature]*

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through William P. Shogren, Deputy General Counsel for the Board and attorney for the IC, and Kasey Lazjr Abanonu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Sean M. Kelly, Esq., of the law firm of McBride Hall, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. 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 October 13, 2011 (License No. 14139).

2. On October 16, 2023, in Case No. 23-39319-1, 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) count of NRS 630.306(1)(b)(2), Violation of Standards of Practice Established by Regulation – Failure to Consult (Count II), and one (1) count of NRS 630.3062(1)(a), Failure to Maintain Appropriate

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 Medical Records (Count III). By reason of the foregoing, Respondent is subject to discipline by
2 the Board as provided in NRS 630.352.

3 3. On October 16, 2023, in Case No. 23-39319-2, the IC filed a formal Complaint
4 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
5 Complete alleges one (1) violation of NRS 630.301(4), Malpractice (Count I), and one (1) count
6 of NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records (Count II). By reason of
7 the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

8 4. Respondent was properly served with a copy of these Complaints, has reviewed
9 and understands these Complaints, and has had the opportunity to consult with competent counsel
10 concerning the nature and significance of these Complaints.

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

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

27 7. Respondent understands and agrees that this Agreement, by and between
28 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the

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

6 **B. TERMS & CONDITIONS**

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

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

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

20 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
21 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
22 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
23 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
24 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
25 may apply to him in connection with the administrative proceedings resulting from the Complaints
26 filed in this matter, including defense of the Complaints, adjudication of the allegations set forth in
27 the Complaints, and imposition of any disciplinary actions or sanctions ordered by the Board.

28 ///

1 Respondent agrees to settle and resolve the allegations of the Complaints as set out by this
2 Agreement, without a hearing or any further proceedings and without the right to judicial review.

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

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

18 a. Respondent admits to Count I, one (1) violation of NRS 630.301(4),
19 Malpractice, and Count II one (1) violation of NRS 630.306(1)(b)(2), Violation of Standards of
20 Practice Established by Regulation – Failure to Consult in Case No. 23-39319-1.

21 b. Respondent will pay the costs and expenses incurred in the investigation
22 and prosecution of the above-referenced matter in the amount of ten thousand five hundred ninety-
23 five dollars and ninety-seven cents (\$10,595.97). Respondent shall pay the aforementioned costs
24 and expenses by way of an initial payment of one thousand seven hundred sixty-six dollars and
25 two cents (\$1,766.02) due on or before August 7, 2024, and then five (5) equal payments of one
26 thousand seven hundred sixty-five dollars and ninety-nine cents (\$1,765.99) due on or before the
27 seventh day of each month thereafter, with the final payment due on or before February 7, 2025.

28 ///

1 The costs and expenses as well as the payment plan are subject to the Board's acceptance,
2 adoption and approval of this Agreement.

3 c. Respondent shall pay a fine of five thousand dollars (\$5,000). Respondent
4 shall pay the aforementioned fine by way of an initial payment of eight hundred thirty-three
5 dollars and thirty-five cents (\$833.35) due on or before August 1, 2024, and then five (5) equal
6 payments of eight hundred thirty-three dollars and thirty-three cents (\$833.33) due on or before
7 the seventh day of each month thereafter, with the final payment due on or before
8 February 1, 2025. This fine, as well as the payment plan, are subject to the Board's acceptance,
9 adoption and approval of this Agreement.

10 d. Respondent shall perform six (6) hours of Continued Medical Education
11 (CME) related to the subject of best practices in critical care medicine, within six (6) months of
12 the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of
13 CME shall be in addition to any CME requirements that are regularly imposed upon Respondent
14 as a condition of licensure in the State of Nevada pursuant to NAC 630.153(1) and shall be
15 approved by the Board prior to their completion.

16 e. 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 f. Respondent shall receive a Public Letter of Reprimand.

19 g. Count III in Case No. 23-39319-1 and Counts I and II in
20 Case No. 23-39319-2, and any other claims arising from the Board's corresponding investigative
21 case file(s), shall be dismissed with prejudice.

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

1 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
2 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
3 any or all of the persons, government agencies or entities named in this paragraph arising out of,
4 or by reason of, this investigation, this Agreement or the administration of the case referenced
5 herein.

6 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
7 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
8 resolution of these Complaints. In the course of seeking Board acceptance, approval and adoption
9 of this Agreement, counsel for the IC may communicate directly with the Board staff and the
10 adjudicating members of the Board.

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

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

23 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
24 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
25 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
26 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
27 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
28 Agreement shall disqualify any member of the adjudicating panel of the Board from considering

1 these Complaints and from participating in disciplinary proceedings against Respondent, including
2 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
3 such member absent evidence of bad faith.

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

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

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

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

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

OFFICE OF THE GENERAL COUNSEL


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


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 9th day of April, 2024. DATED this 9th day of April, 2024.


5 INVESTIGATIVE COMMITTEE OF THE
6 NEVADA STATE BOARD OF MEDICAL
7 EXAMINERS

MCBRIDE HALL

8 By: 
9 WILLIAM P. SHOGREN
10 Deputy General Counsel
11 9600 Gateway Drive
12 Reno, NV 89521
13 Tel: (775) 688-2559
14 Email: shogrenw@medboard.nv.gov
15 *Attorney for the Investigative Committee*

By: 
SEAN M. KELLY, ESQ.
8329 W. Sunset Road, Suite 260
Las Vegas, NV 89113
Tel: (702) 792-5855
Email: smkelly@mcbridehall.com
Attorney for Respondent

14 DATED this 5th day of April, 2024.

16 By: 
17 KASEY LAZJR ABANONU, M.D.,
18 Nevada License No. 14139
19 *Respondent*

20
21
22
23
24
25
26
27
28

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 895521
(775) 688-2559

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case Nos. 23-39319-1 and 23-39319-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June, 2024.

DATED this 7th day of June, 2024.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



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