

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. 23-8666-1

6 **Against:**

Case No. 23-8666-2

7 **MICHAEL SCOTT MALL, M.D.,**

Case No. 23-8666-3

FILED

8 **Respondent.**

SEP 13 2024

9 NEVADA STATE BOARD OF
MEDICAL EXAMINERS

10 **SETTLEMENT AGREEMENT** by: Michael

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Donald K. White, 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 D. Navratil, Esq., of the law firm of John H. Cotton &
15 Associates, Ltd., and Casey W. Tyler, Esq., of the law firm of Hall, Prangle & Schoonveld, LLC,
16 hereby enter into this Settlement Agreement (Agreement) based on the following:¹

17 **A. BACKGROUND**

18 1. Respondent is a medical doctor currently licensed in active status by the Board
19 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
20 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in
21 Nevada. His license was originally issued on July 1, 1990 (License No. 6074).

22 2. On August 11, 2023, in Case No. 23-8666-1, the IC filed a formal Complaint
23 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
24 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation
25 of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II); one (1) violation
26

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.

1 of NRS 630.306(1)(p), Unsafe or Unprofessional Conduct (Count III); and one (1) violation of
2 NRS 630.306(1)(e), Practice Beyond Scope of License (Count IV).

3 3. On August 15, 2023, in Case No. 23-8666-2, 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); and one (1)
6 violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II).

7 4. On September 5, 2023, in Case No. 23-8666-3, the IC filed a formal Complaint
8 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
9 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation
10 of NRS 630.306(1)(b)(2), Violation of Standards of Practice Established by Regulation (Count II);
11 one (1) violation of NRS 630.306(1)(e), Practice Beyond Scope of License (Count III); and one
12 (1) violation of NRS 630.306(1)(g), Continual Failure to Exercise Skill or Diligence (Count IV).
13 By reason of the foregoing, Respondent is subject to discipline by the Board as provided in
14 NRS 630.352.

15 5. Respondent was properly served with a copy of the three (3) Complaints, has
16 reviewed and understands the Complaints, and has had the opportunity to consult with competent
17 counsel concerning the nature and significance of this Complaint.

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

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

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

13 **B. TERMS & CONDITIONS**

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

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

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

27 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
28 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection

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1 with these administrative matters. Respondent hereby knowingly, willingly and intelligently
2 waives all rights arising under the United States Constitution, the Nevada Constitution, the
3 Medical Practice Act, the OML, the APA, and any other legal rights that may be available to him
4 or that may apply to him in connection with these administrative proceedings resulting from the
5 Complaints filed in these matters, including defense of the Complaints, adjudication of the
6 allegations set forth in the Complaints, and imposition of any disciplinary actions or sanctions
7 ordered by the Board. Respondent agrees to settle and resolve the allegations of the Complaints as
8 set out by this Agreement, without a hearing or any further proceedings and without the right to
9 judicial review.

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

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

25 a. With respect to Case No. 23-8666-1, Respondent admits to Counts I and II,
26 one (1) violation of NRS 630.301(4), Malpractice and one (1) violation of NRS 630.3062(1)(a),
27 Failure to Maintain Proper Medical Records.

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1 b. With respect to Case No. 23-8666-2, Respondent admits to Count II, one
2 (1) violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records.

3 c. With respect to Case No. 23-8666-3, Respondent admits to Counts I and II,
4 one (1) violation of NRS 630.301(4), Malpractice and one (1) violation of NRS 630.306(1)(b)(2),
5 Violation of Standards of Practice Established by Regulation.

6 d. Respondent's license is hereby placed on probationary status to be served
7 concurrently with, and incorporating the terms from, his previous settlement with the Board in
8 Case Nos. 22-8666-1, 22-8666-2, and 22-8666-3. If the Board receives a complaint that results in
9 a peer-reviewed malpractice finding for Respondent's performance of laser treatment that occurs
10 after the approval by the Board of this agreement, Respondent's license will be immediately
11 suspended pending a show-cause hearing.

12 e. Respondent will pay the costs and expenses incurred in the investigations
13 and prosecution of the above-referenced matters within sixty (60) days of the Board's acceptance,
14 adoption and approval of this Agreement, in the amount of six thousand two hundred forty-seven
15 dollars and twenty-nine cents (\$6,247.29).

16 f. Respondent shall pay a fine of two thousand dollars (\$2,000.00) within
17 sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

18 g. The Respondent shall perform thirty (30) hours of Continued Medical
19 Education (CME) related to the subjects of laser usage in, including but not limited to, hair
20 reduction and removal, skin resurfacing, CO² fractional skin resurfacing, as well as recognizing
21 side-effects and providing sufficient aftercare, in addition to the required CMEs for licensure.
22 These CME hours must be completed on or before March 13, 2025.

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

25 i. Respondent shall receive a Public Letter of Reprimand.

26 j. The remaining counts of the Complaints and any other claims arising from
27 the Board's corresponding investigative case files, shall be dismissed with prejudice.

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1 6. Release from Liability. In execution of this Agreement, Respondent understands
2 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
3 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
4 are immune from civil liability for any decision or action taken in good faith in response to
5 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
6 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
7 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
8 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
9 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
10 any or all of the persons, government agencies or entities named in this paragraph arising out of,
11 or by reason of, these investigations, this Agreement or the administration of the cases referenced
12 herein.

13 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
14 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
15 resolution of these Complaints. In the course of seeking Board acceptance, approval and adoption
16 of this Agreement, counsel for the IC may communicate directly with the Board staff and the
17 adjudicating members of the Board.

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

26 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
27 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement

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1 an order of the Board, and, pending full compliance with the terms herein, the cases shall be
2 closed and all remaining claims arising out of the Complaints shall be dismissed with prejudice.

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

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

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

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

21 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
22 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
23 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
24 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
25 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
26 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
27 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.

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4 DATED this 22nd day of August, 2024. DATED this 21st day of August, 2024.

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

JOHN H. COTTON & ASSOCIATES

8 By:  _____

By:  _____

9 DONALD K. WHITE
10 Senior Deputy General Counsel
11 9600 Gateway Drive
12 Reno, NV 89521
13 Tel: (775) 688-2559
14 Email: dwhite@medboard.nv.gov
15 *Attorney for the Investigative Committee*

16 Michael D. Navratil, Esq.
17 7900 W. Sahara Ave., Suite 200
18 Las Vegas, NV 89117
19 Tel: (702) 832-5909
20 Email: mnavratil@jhcottonlaw.com
21 *Attorney for Respondent*

22 DATED this 21 day of Aug, 2024.

23 HALL PRANGLE & SCHOONVELD LLC

24 By:  _____

25 Casey Tyler, Esq.
26 1140 North Town Center Drive, Suite 350
27 Las Vegas, NV 89144
28 Tel: (702) 384-6025
Email: ctyler@HPSLaw.com
Attorney for Respondent

DATED this _____ day of _____, 2024.

By: _____

Michael Scott Mall, M.D.,
Nevada License No. 6074
Respondent

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 ____ day of _____, 2024. DATED this ____ day of _____, 2024.

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

JOHN H. COTTON & ASSOCIATES

8 By: _____
9 DONALD K. WHITE
10 Senior Deputy General Counsel
11 9600 Gateway Drive
12 Reno, NV 89521
13 Tel: (775) 688-2559
14 Email: dwhite@medboard.nv.gov
15 *Attorney for the Investigative Committee*

By: _____
Michael D. Navratil, Esq.
7900 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Tel: (702) 832-5909
Email: mnavratil@jhcottonlaw.com
Attorney for Respondent

14 DATED this ____ day of _____, 2024.

15 HALL PRANGLE & SCHOONVELD LLC

16
17 By: _____
18 Casey Tyler, Esq.
19 1140 North Town Center Drive, Suite 350
20 Las Vegas, NV 89144
21 Tel: (702) 384-6025
22 Email: ctyler@HPSlaw.com
23 *Attorney for Respondent*

22 DATED this 21st day of AUGUST, 2024.

23 By: _____
24 Michael Scott Mall, M.D.,
25 Nevada License No. 6074
26 *Respondent*

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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 23-8666-1, 23-8666-2, and 23-8666-3) was approved and accepted by the Nevada State Board of Medical Examiners on the 13th day of September, 2024.

DATED this 13th day of September, 2024.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



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