

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

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

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**In the Matter of Charges and Complaint**  
**Against:**  
**POUYA MOHAJER, M.D.,**  
**Respondent.**

Case No. 24-28841-1 and 24-28841-2

**FILED**

SEP 13 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 Ian J. Cumings, Senior Deputy General Counsel for the Board and attorney for the IC, and Pouya Mohajer, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Paul C. Williams, Esq., of the law firm of Bailey Kennedy, LLP, 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 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 March 12, 2004 (License No. 10841).

2. On May 9, 2024, in Case No. 24-28841-1, the IC filed a Formal Complaint (Complaint I) charging Respondent with violating the Medical Practice Act. Specifically, Complaint I alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation of NRS 630.306(1)(f), Lack of Informed Consent (Count II); and one (1) violation of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records (Count III). Additionally, on

<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 May 9, 2024, in Case No. 24-28841-2, the IC filed a second Formal Complaint (Complaint II)  
2 charging Respondent with violating the Medical Practice Act. Specifically, Complaint II alleges  
3 one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation of NRS  
4 630.306(1)(f), Lack of Informed Consent (Count II); and one (1) violation of NRS 630.3062(1)(a)  
5 Failure to Maintain Proper Medical Records (Count III). Complaints I and II are herein referred to  
6 collectively as the “Complaints.” By reason of the foregoing, Respondent is subject to discipline  
7 by the Board as provided in NRS 630.352.

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

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

22 5. 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 6. 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 Complaint, 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 the administrative matters. 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.

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1 Respondent agrees to settle and resolve the allegations of the Complaints as set out by this  
2 Agreement, without hearings 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 these matters to avoid the costs of hearing and potential  
9 subsequent litigation. Respondent asserts if these matters 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 matters 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 the 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 II, one (1) violation of NRS 630.306(1)(f)  
19 Lack of Informed Consent, as alleged in Complaint I.

20 b. Respondent admits to Count II, one (1) violation of NRS 630.306(1)(f)  
21 Lack of Informed Consent, as alleged in Complaint II.

22 c. Respondent will pay the costs and expenses incurred in the investigation  
23 and prosecution of the above-referenced matters within sixty (60) days of the Board's acceptance,  
24 adoption and approval of this Agreement, in the amount of six thousand nine hundred five dollars  
25 and sixty-one cents (\$6,905.61).

26 d. Respondent shall pay a fine of one thousand dollars (\$1,000) within sixty  
27 (60) days of the Board's acceptance, adoption and approval of this Agreement.

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1 e. The Respondent shall perform ten (10) hours of Continued Medical  
2 Education (CME): with five (5) of these hours related to medical ethics, and five (5) hours related  
3 to medical record keeping, within six (6) months from the date of the Board's acceptance,  
4 adoption, and approval of this agreement. The aforementioned hours of CME are in addition to  
5 the CME requirements that are regularly imposed upon Respondent as a condition of licensure in  
6 the State of Nevada pursuant to NAC 630.153(1).

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

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

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

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

24 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
25 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
26 resolution of the Complaints. In the course of seeking Board acceptance, approval and adoption  
27 of this Agreement, counsel for the IC may communicate directly with the Board staff and the  
28 adjudicating members of the Board.

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 adjudication 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.

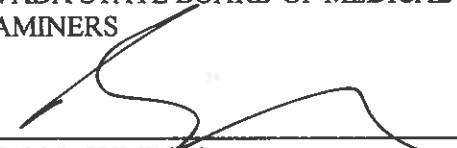
4           13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term  
5 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
6 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
7 medicine 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).  
11 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
12 condition of this Agreement may subject Respondent to civil collection efforts.


13 DATED this 25<sup>th</sup> day of July, 2024.

DATED this 25 day of July, 2024.


14 INVESTIGATIVE COMMITTEE OF THE  
15 NEVADA STATE BOARD OF MEDICAL  
16 EXAMINERS

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*Attorney for Respondent*

23 DATED this 24 day of July, 2024.

24 By:   
25 POUYA MOHAJER, M.D.  
26 Nevada License No. 10841  
27 *Respondent*

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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 24-28841-1 and 24-28841-2) 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*