

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

* * * * *

In the Matter of Charges and Complaint

Case No. 24-10652-1

Against:

FILED

YARON ZEDEK, M.D.,

DEC 13 2024

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: *Umaal*

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 Yaron Zedek, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Lyn E. Beggs, Esq., of the Law Offices of Lyn E. Beggs, 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 December 15, 1994 (License No. 7310).

2. On April 4, 2024, in Case No. 24-10652-1, the IC filed a formal First Amended Complaint charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges five (5) violations of NRS 630.301(4) Malpractice, (Counts I, III, V, VII, and IX); five (5) violations of NRS 630.3062(1)(a) Failure to Maintain Complete Medical Records, (Counts II, IV, VI, VIII, and X); and one (1) violation of NRS 630.305(1)(d) Charging for

¹ All agreements and admissions made by Respondent are solely for final disposition of these matters 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 Services Not Rendered, (Count XI). By reason of the foregoing, Respondent is subject to
2 discipline by the Board as provided in NRS 630.352.

3 3. Respondent was properly served with copies of the Complaint, has reviewed and
4 understands the Complaint, and has had the opportunity to consult with competent counsel
5 concerning the nature and significance of the Complaints.

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

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

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

1 **B. TERMS & CONDITIONS**

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

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

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

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

26 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
27 into this Settlement Agreement, the allegations of the Complaints remain unproven. Respondent
28 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in

1 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges
2 Respondent is not admitting that the IC's claims/counts as alleged in the Complaints have merit
3 and Respondent is agreeing to resolve these matters to avoid the costs of hearing and potential
4 subsequent litigation. Respondent asserts if these matters were to proceed to hearing, he has
5 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
6 Complaint, but for the purposes of resolving the matters and for no other purpose, Respondent
7 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
8 effectuate this Agreement.

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

13 a. Respondent admits to Counts I-III, IV, VI, VIII, X, two (2) violation of
14 NRS 630.301(4) Malpractice, and five (5) violations of NRS 630.3062(1)(a) Failure to Maintain
15 Complete Medical Records .

16 b. Respondent will pay the costs and expenses incurred in the investigation
17 and prosecution of the above-referenced matters within sixty (60) days of the Board's acceptance,
18 adoption and approval of this Agreement, in the amount of thirteen thousand thirty-seven dollars
19 and ninety-one cents (\$13,037.91).

20 c. Respondent shall pay a fine of eleven thousand dollars (\$11,000.00) within
21 sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

22 d. Respondent asserts his intention to retire from the practice of medicine, and
23 hereby agrees to voluntarily surrender his license to practice medicine effective January 17, 2025
24 ("Effective Date"). On the Effective Date, in the public records of the Board, Respondent's license
25 status will display "Voluntary Surrender". Respondent further agrees that for ten (10) years after
26 the effective date of the voluntary surrender, he will not apply for reinstatement of his license.

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

1 f. Respondent shall receive a Public Letter of Reprimand.

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

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

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

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

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

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

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

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

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

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

result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a). 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 13th day of September, 2024. DATED this 12th day of September, 2024.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

LAW OFFICES OF LYN E. BEGGS

By: [Signature]
IAN J. CUMINGS
Deputy General Counsel
9600 Gateway Drive
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Email: icummings@medboard.nv.gov
Attorney for the Investigative Committee

By: [Signature]
LYN E. BEGGS, ESQ.
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Attorney for Respondent

DATED this 12th day of September, 2024.

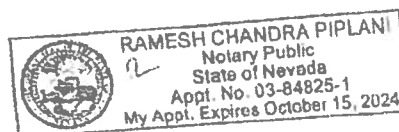
By: [Signature]
YARON ZEDEK, M.D.
Nevada License No. 7310
Respondent

State of Nevada)
County of Clark) ss.

Subscribed and sworn to before me this
12th day of September, 2024, by

Yaron Zedek, M.D.

[Signature]
NOTARY PUBLIC



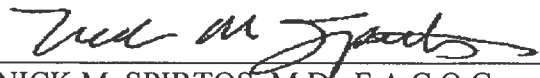
ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 24-10652-1) 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