

1 violation of NRS 630.306(1)(e), Practice Beyond Scope of License, (Count III); one (1) violation
2 of NRS 630.304(2), False or Deceptive Advertising, (Count IV). By reason of the foregoing,
3 Respondent is subject to discipline by the Board as provided in NRS 630.352.

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

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

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

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

1 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

2 **B. TERMS & CONDITIONS**

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

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

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

16 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
17 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
18 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
19 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
20 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
21 may apply to him in connection with the administrative proceedings resulting from the Complaint
22 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
23 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
24 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
25 Agreement, without a hearing or any further proceedings and without the right to 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 Complaint 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 Complaint have merit
3 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
4 subsequent litigation. Respondent asserts if this matter 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 matter 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 Complaint 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 II-IV, one (1) violation of
14 NRS 630.3062(1)(a), Failure to Maintain Complete Medical Records, (Count II); one (1) violation
15 of NRS 630.306(1)(e), Practice Beyond Scope of License, (Count III); one (1) violation of
16 NRS 630.304(2), False or Deceptive Advertising, (Count IV).

17 b. Respondent shall be prohibited from performing surgery outside of his
18 scope of practice, including but not limited to orthopedic surgery, until further order of the Board.

19 c. Respondent will pay the costs and expenses incurred in the investigation
20 and prosecution of the above-referenced matter in the amount of five thousand eight dollars and
21 seventy-one cents (\$5,008.71) in five (5) equal payments in the amount of eight hundred thirty-
22 four dollars and seventy-eight cents (\$834.78) and one (1) final payment in the amount of eight
23 hundred thirty-four dollars and eighty-one cents (\$834.81). The first payment is due on or before
24 January 15, 2026, the second payment is due on or before February 16, 2026, the third payment is
25 due on or before March 16, 2026, the fourth payment is due on or before
26 April 15, 2026, the fifth payment is due on or before May 15, 2026, and the final payment is due
27 on or before June 15, 2026. The costs and expenses as well as the payment plan are subject to the
28 Board's acceptance, adoption and approval of this Agreement.

1 d. Respondent shall pay a fine of five thousand dollars (\$5,000) in five (5)
2 equal payments of eight hundred thirty-three dollars and thirty-three cents (\$833.33) and a sixth
3 and final payment of eight hundred thirty-three dollars and thirty-five cents (\$833.35). The first
4 payment is due on or before January 15, 2026, the second payment is due on or before February
5 16, 2026, the third payment is due on or before March 16, 2026, the fourth payment is due on or
6 before April 15, 2026, the fifth payment is due on or before May 15, 2026, and the final payment
7 is due on or before June 15, 2026. The payment plan is subject to the Board's acceptance,
8 adoption, and approval of this Agreement.

9 e. Respondent shall perform ten (10) hours of Continuing Medical Education
10 (CME), related to medical ethics, within six (6) months of the Board's acceptance, adoption and
11 approval of this Agreement. The aforementioned hours of CME shall be in addition to the CME
12 requirement regularly imposed upon Respondent as a condition of licensure in the State of Nevada
13 pursuant to NAC 630.125(1), and shall be approved by the Board prior to their completion.

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

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

17 h. The remaining count, Count I, of the Complaint, and any other claims
18 arising from the Board's corresponding investigative case file, shall be dismissed with prejudice.

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

1 or by reason of, this investigation, this Agreement or the administration of the case referenced
2 herein.

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

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

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

20 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not
21 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
22 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
23 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
24 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
25 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
26 this Complaint and from participating in disciplinary proceedings against Respondent, including
27 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
28 such member absent evidence of bad faith.

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

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

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

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


17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///
 ///


1 Additionally, failure to pay any fines, costs, expenses or fees owed to the Board pursuant to this
2 Agreement will result in immediate suspension pending resolution of any payment delinquency,
3 unless within ten (10) calendar days of the payment due date, Respondent notifies the Board in
4 writing of the inability to comply with the payment terms and requests to appear before the Board
5 at the next regularly scheduled Board meeting to request a modification to the payment(s) ordered
6 in this Agreement. Further, Respondent's failure to remit payment to the Board for monies agreed
7 to be paid as a condition of this Agreement may subject Respondent to civil collection efforts
8

9 DATED this 29th day of October, 2025. DATED this 27 day of October, 2025

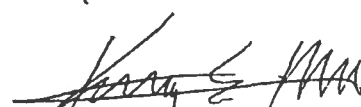
10 INVESTIGATIVE COMMITTEE OF THE
11 NEVADA STATE BOARD OF MEDICAL
12 EXAMINERS

NUTILE LAW

13 By: 
14 IAN J. CUMINGS
15 Senior Deputy General Counsel
16 9600 Gateway Drive
17 Reno, NV 89521
18 Tel: (775) 688-2559
19 Email: icumings@medboard.nv.gov
20 *Attorney for the Investigative Committee*

By: 
BRIDGET KELLY, ESQ.
7395 S. Pecos Road, Suite 103
Las Vegas, NV 89120
Tel: (702) 307-4871
Email: bridget@nutilelaw.com
Attorney for Respondent

19 DATED this 27 day of Oct., 2025.

20
21 By: 
22 KENNY ELIAS HANNA, Jr., M.D.,
23 Nevada License No. 14660
24 *Respondent*

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

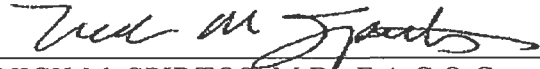
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 25-40367-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 12th day of December, 2025.

DATED this 12th day of December, 2025.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 

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