

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaints

Against:

SAMUEL RODOLFO CHACON, M.D.,

Respondent.

Case Nos. 23-12762-1
23-12762-2
23-12762-3
23-12762-4
23-12762-5
23-12762-6

FILED

JUN 06 2025

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: UNDA

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 Samuel Rodolfo Chacon, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Eric K. Stryker, Esq., of the law firm of Freeman, Mathis & Gary LLP, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

1. Respondent is a medical doctor currently licensed in suspended 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 July 27, 1999 (License No. 9105).

2. On March 27, 2024, in Case No. 23-12762-1, the IC filed a formal First Amended Complaint (Complaint I) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I-II); one (1) violation of NRS 630.306(1)(b)(2), Violation of Standards of Practice Established by Regulation – Failure to Consult (Count III); one (1) violation of NRS 630.306(1)(g), Continual

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 Failure to Exercise Skill or Diligence (Count IV); one (1) violation of NRS 630.306(1)(p), Unsafe
2 or Unprofessional Conduct (Count V); one (1) violation of NRS 630.306(1)(b)(1), Deceptive
3 Conduct (Count VI); one (1) violation of NRS 630.301(7), Violation of Patient Trust for Financial
4 Gain (Count VII); and one (1) violation of NRS 630.306(1)(b)(2), Violation of Standards of
5 Practice – Falsification of Medical Records (Count VIII).

6 3. On September 8, 2023, in Case No. 23-12762-2, the IC filed a formal Complaint
7 (Complaint II) charging Respondent with violating the Medical Practice Act. Specifically,
8 Complaint II alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation
9 of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II); one (1) violation
10 of NRS 630.301(8), Failure to Provide Procedures, Studies, Services, and Referrals (Count III);
11 and one (1) violation of NRS 630.301(7), Violation of Patient Trust for Financial Gain (Count
12 IV).

13 4. On September 8, 2023, in Case No. 23-12762-3, the IC filed a formal Complaint
14 (Complaint III) charging Respondent with violating the Medical Practice Act. Specifically,
15 Complaint III alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1)
16 violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II); one (1)
17 violation of NRS 630.301(8), Failure to Provide Procedures, Studies, Services, and Referrals
18 (Count III); one (1) violation of NRS 630.301(7), Violation of Patient Trust for Financial Gain
19 (Count IV); and one (1) violation of NRS 630.301(6), Disruptive Behavior (Count V).

20 5. On October 4, 2023, in Case No. 23-12762-4, the IC filed a formal Complaint
21 (Complaint IV) charging Respondent with violating the Medical Practice Act. Specifically,
22 Complaint IV alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1)
23 violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II); one (1)
24 violation of NRS 630.301(8), Failure to Provide Procedures, Studies, Services, and Referrals
25 (Count III); and one (1) violation of NRS 630.301(7), Violation of Patient Trust for Financial Gain
26 (Count IV).

27 6. On October 6, 2023, in Case No. 23-12762-5, the IC filed a formal Complaint
28 (Complaint V) charging Respondent with violating the Medical Practice Act. Specifically,

1 Complaint V alleges one (1) violation of NRS 630.301(4), Malpractice (Count I); one (1) violation
2 of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count II); one (1) violation
3 of NRS 630.306(1)(b)(2) Violation of Standards of Practice – Falsification of Medical Records
4 (Count III); one (1) violation of NRS 630.301(8), Failure to Provide Procedures, Studies, Services,
5 and Referrals (Count IV); and one (1) violation of NRS 630.301(7), Violation of Patient Trust for
6 Financial Gain (Count V).

7 7. On November 8, 2023, in Case No. 23-12762-6, the IC filed a formal Complaint
8 (Complaint VI) charging Respondent with violating the Medical Practice Act. Specifically,
9 Complaint VI alleges two (2) violations of NRS 630.301(4), Malpractice (Counts I-II); one (1)
10 violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Count III); one (1)
11 violation of NRS 630.306(1)(b)(2) Violation of Standards of Practice – Falsification of Medical
12 Records (Count IV); one (1) violation of NRS 630.301(8), Failure to Provide Procedures, Studies,
13 Services, and Referrals (Count V); and one (1) violation of NRS 630.301(7), Violation of Patient
14 Trust for Financial Gain (Count VI).

15 8. By reason of the foregoing, Respondent is subject to discipline by the Board as
16 provided in NRS 630.352.

17 9. On February 26, 2025, through February 28, 2025, a formal Hearing was
18 conducted for Complaint I, in which the Hearing Officer found by a preponderance of the
19 evidence that Counts I-II and Counts V-VIII were proven.

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

23 11. Respondent is hereby advised of his rights regarding these administrative matters,
24 and of his opportunity to defend against the allegations in the Complaints. Specifically,
25 Respondent has certain rights in these administrative matters as set out by the United States
26 Constitution, the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law
27 (OML), which is contained in NRS Chapter 241, and the Nevada Administrative Procedure Act
28 (APA), which is contained in NRS Chapter 233B and 622A. These rights include the right to

1 formal hearings on the allegations in the Complaints, the right to representation by counsel, at his
2 own expense, in the preparation and presentation of his defense, the right to confront and cross-
3 examine the witnesses and evidence against him, the right to written findings of fact, conclusions
4 of law and order reflecting the final decisions of the Board, and the right to judicial review of the
5 Board's orders, if the decisions are adverse to him.

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

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

18 **B. TERMS & CONDITIONS**

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

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

25 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
26 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
27 addressed herein with said counsel. Respondent agrees that if representation by counsel in these
28 matters materially changes prior to entering into this Agreement and for the duration of this

1 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
2 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to
3 have a full consultation with and upon the advice of legal counsel.

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

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

26 5. **Consent to Entry of Order.** In order to resolve the Complaints pending against
27 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent

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1 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act.
2 Accordingly, the following terms and conditions are hereby agreed upon:

3 a. For the purposes of this Agreement, Respondent admits that sufficient
4 evidence exists, and the Hearing Officer has found that specifically Respondent committed two
5 (2) violations of NRS 630.301(4), Malpractice (Count I-II); one (1) violation of
6 NRS 630.306(1)(p) Unsafe or Unprofessional Conduct (Count V); one (1) violation of
7 NRS 630.306(1)(b)(1) Deceptive Conduct (Count VI); one (1) violation of NRS 630.301(7)
8 Violation of Patient Trust for Financial Gain (Count VII); and one (1) violation of
9 NRS 630.306(1)(b)(2) Violation of Standards of Practice – Falsification of Medical Records
10 (Count VIII).

11 b. In order to resolve Complaints II-VI pending against Respondent,
12 Respondent does not admit any of the counts, but Respondent acknowledges that sufficient
13 evidence may be presented at a hearing, such that the Board could conclude that the counts in
14 Complaints II-VI were proven, and he agrees that the Board may enter a finding that he violated
15 the counts in Complaints II-VI as part of this agreement.

16 c. Respondent hereby agrees that his license to practice medicine is hereby
17 revoked. Respondent shall not reapply for a license for a period of five (5) years after the date of
18 the Board's acceptance, adoption and approval of this Agreement.

19 d. Respondent will pay the costs and expenses incurred in the investigation
20 and prosecution of the above-referenced matters in the amount of sixty-five thousand dollars
21 (\$65,000). Respondent shall pay the aforementioned costs and expenses by way of six (6)
22 payments, the first of five (5) payments in the amount of ten thousand eight hundred thirty-three
23 dollars and thirty-three cents (\$10,833.33) is due on or before July 15, 2025, the second payment
24 is due on or before August 15, 2025, the third payment is due on or before September 15, 2025,
25 the fourth payment is due on or before October 15, 2025, the fifth payment is due on or before
26 November 15, 2025. The sixth and final payment of ten thousand eight hundred thirty-three
27 dollars and thirty-five cents (\$10,833.35) is due on or before December 15, 2025. The costs and

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

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

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

6 g. The remaining counts of Complaint I, and any other claims arising from the
7 Board's corresponding investigative case files in Complaints I-VI, shall be dismissed with
8 prejudice. This agreement shall also encompass any other investigatory matters pending against
9 Respondent.

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

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

27 Respondent acknowledges that such contacts and communications may be made or
28 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board

meeting where this Agreement is discussed, and that such contacts and communications may include, but may not be limited to, matters concerning this Agreement, the Complaints and any and all information of every nature whatsoever related to these matters. The IC and its counsel agree that Respondent and/or Counsel for the Respondent may appear at the Board meeting where this Agreement is discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's counsel.

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

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

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

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

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

13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term or condition of this Agreement once the Agreement has been accepted, approved and adopted by the Board, which constitutes a failure to comply with an order of the Board, and may result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a). Additionally, failure to pay any fines, costs, expenses or fees owed to the Board pursuant to this Agreement will result in additional disciplinary action, unless within ten (10) calendar days of the payment due date, Respondent notifies the Board in writing of the inability to comply with the payment terms and requests to appear before the Board at the next regularly scheduled Board meeting to request a modification to any payments ordered in this Agreement. 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 30th day of May, 2025.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: _____

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Attorneys for the Investigative Committee

DATED this 30th day of May, 2025.

By: _____

SAMUEL RODOLFO CHACON, M.D.,

Nevada License No. 9105

Respondent

DATED this 30th day of May, 2025.

FREEMAN, MATHIS & GARY LLP

By: _____

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Attorney for Respondent

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case Nos. 23-12762-1, 23-12762-2, 23-12762-3, 23-12762-4, 23-12762-5, 23-12762-6) was approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of June, 2025.

DATED this 6th day of June, 2025.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:



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