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2 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

3 IN THE MATTER OF THE COMPLAINT  
4 AGAINST  
5 LAMONT A. TYLER, D.O.  
6 RESPONDENT.

**NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**  
Case No.: AD0808072  
Filed: AUG 04 2009  
**FILED**  
*D. H. [Signature]*  
Executive Director

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9 **ORDER OF FULFILLMENT**

10 A settlement agreement was entered into by Respondent, Lamont A. Tyler, D.O. ("Dr.  
11 Tyler"), and the Nevada State Board of Osteopathic Medicine ("Board") concerning the failure  
12 to report certain events pursuant to NRS 633.527. The terms and conditions of that  
13 Agreement have been fulfilled by Dr. Tyler; and it is HEREBY ORDERED that the record shall  
14 so reflect that settlement.

15 DATED THIS 4<sup>th</sup> day of August, 2009.

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17 NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

18 By *Paul J. Kalden*  
19 Daniel Curtis, D.O., President of the  
20 Board

Nevada State Board of Osteopathic Medicine  
2360 E. Flamingo Rd., Suite D • Las Vegas, NV 89121-5270  
(702) 732-2147

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**BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**  
**IN THE MATTER OF THE COMPLAINT**  
**AGAINST**  
**LAMONT A. TYLER, D.O.**  
**RESPONDENT.**

**Case No. NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**  
Filed: **NOV 15 2008**  
**FILED**  
Executive Board

**SETTLEMENT AGREEMENT AND ORDER**

**I. PARTIES**

This Settlement Agreement and Order ("Agreement and Order") is made by and between the Nevada State Board of Osteopathic Medicine ("the Board") through their counsel, Dianna Hegeduls, Sr. Deputy Attorney General, of the Nevada Attorney General's Office and Lamont A. Tyler, D.O. ("Dr. Tyler"), through his counsel , Paul Chatzky, Esq. (collectively referred to as "the Parties").

**II. RECITALS**

As a preamble to this Agreement, the Parties agree to the following:

- A. WHEREAS, the Board, through Investigative Board Member Daniel Curtis, D.O. ("Curtis") filed a complaint ("Complaint") in this action. The Complaint resulted from the application for a license to practice osteopathic medicine in the State of Nevada and information which came to light from the general public.
- B. WHEREAS, the Investigative Board Member alleged that Dr. Tyler incorrectly answered a question on his application concerning the loss of privileges with the Evanston Northwestern Healthcare Corporation as well as the alleged failure to report the lawsuit in Illinois concerning unethical and unprofessional conduct towards a female patient, the consent order issued by the Illinois licensing agency, the probation imposed by the Indiana Medical Licensing Board, and the voluntary surrender of the Colorado osteopathic medicine license.
- C. WHEREAS, the parties have agreed to settle this matter as described herein and the previously scheduled Hearing was cancelled.
- D. WHEREAS, the parties understand that this Agreement will be signed by the respective parties and will then be offered to the Board for the entire Board's approval at the next Board meeting, with the recommendation of the Investigating Board Member that this matter be settled. The Agreement shall not become

- 1 effective until it has been approved by a majority of the Board and endorsed by a  
2 representative member of the Board.
- 3 E. WHEREAS, Dr. Tyler understands that the Board is free to accept or reject this  
4 Agreement and, if rejected by the Board, a formal disciplinary hearing on a  
5 complaint against Dr. Tyler may be scheduled. The Board members who review  
6 this matter for approval of this Agreement may be the same members who  
7 ultimately hear the disciplinary complaint if this Agreement is not approved by the  
8 Board. Dr. Tyler hereby agrees to waive any rights he might have to challenge  
9 the impartiality of the Board to hear the disciplinary complaint, based on prior  
10 knowledge obtained by the Board through consideration of this Agreement, if  
11 after review by the Board, this Agreement is rejected. Furthermore, if the Board  
12 does not accept the Agreement, it shall be regarded as null and void.
- 13 F. WHEREAS, Dr. Tyler acknowledges that the Board will retain jurisdiction over  
14 this matter until all terms and conditions set forth in this Agreement and Order  
15 have been met to the satisfaction of the Board.
- 16 G. WHEREAS, Dr. Tyler acknowledges that the Board had a reasonable basis to  
17 believe that the statutes and/or regulations regulating the practice of Osteopathic  
18 Medicine in the State of Nevada may have been violated. Dr. Tyler agrees to  
19 abide by all rules governing the practice of osteopathic medicine in Nevada.
- 20 H. WHEREAS, in order to resolve the matter of disciplinary proceedings and to save  
21 further costs and expenses, Dr. Tyler has elected to enter into this Agreement.
- 22 I. WHEREAS, Dr. Tyler acknowledges that once accepted by the Board, this  
23 Agreement and all associated documentation become a matter of public record.
- 24 J. WHEREAS, Dr. Tyler has had the opportunity to obtain the advice from  
25 competent counsel of his choice concerning the terms and conditions of this  
26 Agreement and the execution thereof. No coercion has been exerted upon Dr.  
27 Tyler, nor have any promises been made other than those reflected in this  
28 Agreement. Dr. Tyler freely and voluntarily entered into this agreement,  
motivated only by a desire to resolve the issues addressed herein. Dr. Tyler has  
executed this Agreement only after a careful reading of it and a full  
understanding of all its terms.
- K. WHEREAS, Dr. Tyler is fully aware of his rights to contest the charges pending  
against him. These rights include: representation by an attorney at his own  
expense, the right to a public hearing on any charges or allegations filed, the  
right to confront and cross-examine witnesses called to testify against him, the  
right to present evidence on his own behalf, the right to compulsory process to  
secure the attendance of such witnesses, the right to testify on his own behalf,  
the right to receive written findings of fact and conclusions of law supporting the  
decision on the merits of the complaint and the right to obtain judicial review of  
the Board's decision. Should the Board accept this Agreement, Dr. Tyler  
voluntarily waives these rights.
- L. WHEREAS, this Agreement and Order shall be construed in accordance with the  
laws of the State of Nevada.
- M. WHEREAS, this Agreement and Order contains a complete description of the  
agreement between the parties and it supersedes any previous agreements  
between the parties. All material representations, understandings and promises

1 of the parties are contained in this Agreement. Any modifications must be set  
2 forth in writing, signed by all the parties, and approved by the Board.

3 **III. TERMS OF THE AGREEMENT**

- 4 A. Dr. Tyler agrees to admit to unethical and/or unprofessional conduct, in that  
5 he engaged in a consensual sexual relationship with a certain female patient  
6 from 2002 until October of 2003 and that the said conduct resulted in the  
7 entry of that certain Consent Order by the Illinois Department Of Financial  
8 And Professional Regulation (Case No. 2004031161) on or about September  
9 29, 2005, and entry of that certain Order by the Medical Licensing Board of  
10 Indiana on or about June 28, 2006 (Case No. 2006 MLB 0014). Additionally,  
11 Dr. Tyler agrees to allow his license to practice osteopathic medicine in  
12 Nevada to expire and that he will not seek to have it placed on an "inactive"  
13 status. In exchange for the aforesated admission and the voluntary lapse of  
14 his license from both active and inactive status, the Board will not pursue the  
15 other allegations against Dr. Tyler and the parties agree that Dr. Tyler's entry  
16 into this Agreement shall not and is not to be construed as an admission on  
17 his part to any other allegations made or brought against him in this Case, all  
18 such allegations not expressly admitted by Dr. Tyler being deemed  
19 withdrawn, subject to the terms of this Agreement and total compliance  
20 therewith.
- 21 B. Dr. Tyler agrees to pay the sum of Seven Thousand, Five Hundred Dollars  
22 (\$7,500.00) as fees and costs incurred in the prosecution of this action  
23 pursuant to NAC 633.470; such amount shall be payable in the amount of  
24 \$750.00 per month beginning on December 15, 2008, and continuing until the  
25 full amount of Seven Thousand, Five Hundred Dollars is paid.
- 26 C. Should Dr. Tyler fail to satisfy and pay the indebtedness of \$7,500.00 in a  
27 timely manner as discussed herein, Dr. Tyler understands and agrees that he  
28 will be considered in default of this Agreement, and this agreement will be null  
and void, with the Respondent receiving credit for payments made to date.  
The Board may then take whatever action it deems appropriate, including but  
not limited to reducing the balance to judgment pursuant to NRS chapter  
353C.
- D. Should Dr. Tyler fail to satisfy and pay the indebtedness of \$7,500.00 in a  
timely manner as discussed herein, Dr. Tyler understands and agrees that the  
Board may then pursue the remaining allegations set forth in the complaint  
against him.
- E. The Respondent, Dr. Tyler, agrees to bear his own fees and costs, including  
the fees and expenses of his own attorney(s).
- F. This Agreement and Order shall inure to the benefit of and be binding upon  
each of the parties hereto and their respective heirs, personal  
representatives, assigns and successors in interest of each party.
- G. This Agreement and Order shall be construed in accordance with the laws of  
the State of Nevada.

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- H. This settlement agreement consists of five (5) pages and embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express consent of the parties, and any subsequent alteration, amendment, or modification shall be in writing and subject to approval by the Board.
- I. In consideration for the execution of this Agreement, Dr. Tyler hereby releases and forever discharges the State of Nevada, the Board of Osteopathic Medicine, and the Nevada State Attorney General's Office, and each of their representatives, investigators, and employees, in their individual and representative capacity (collectively the State of Nevada Agencies) from any and all manner of actions, causes of actions, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law and in equity, that he may have had, now has, may have had, or claim to have against any and all of the persons and entities named in this paragraph arising out of, or by reason of, the investigation of the allegations raised in this matter, including those noted in the administrative complaint on file herein, and other matters relating thereto.
- J. Dr. Tyler, for himself, his heirs, executors, administrators, successors and assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada State Board of Osteopathic Medicine, the Nevada Attorney General's office and each of their members, agents and employees in their individual and representative capacities against any and all claims, suits, demands, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees against any persons or entities as well as all liability, losses, and damages of any nature whatsoever that the persons and entities named in this paragraph shall have or may at any time sustain or suffer by reason of his failure to perform his obligations under this Agreement.
- K. This document may be prepared in multiple counterparts. Each counterpart, whether it be originally typed, a carbon, photocopy, facsimile or other type of copy, shall be deemed an original hereof if executed by each of the Parties hereto.

LAMONT TYLER, D.O.

PAUL CHATZKY, ESQ.

Lamont Tyler, D.O.

By 

Respondent

Attorney for Respondent Tyler

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

CATHERINE CORTEZ MASTO  
Attorney General

BY 

By 

Daniel Curtis, D.O., Chairman &  
Investigating Board Member

Dianna Hegeduis, Sr. Deputy Attorney General  
Counsel for the Investigating Board Member

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**ORDER OF THE BOARD**

**IT IS SO ORDERED.**

**IT IS FURTHER ORDERED** that should Dr. Tyler fail to comply with any terms or conditions of this Agreement, Dr. Tyler will be in breach of this Agreement; and this Agreement will be null and void. The Board may take whatever action it deems appropriate, including but not limited to proceeding with the administrative action against Dr. Tyler. Should this Agreement become null and void by Dr. Tyler's failure to comply with terms or conditions of this Agreement, the Board may not only pursue an administrative action against Dr. Tyler, but the Board may also seek the maximum fees, fines, and costs.

DATED this 15 day of NOV, 2008.

NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

BY:   
Dr. C. Dean Milne, Vice-Chairman of the Board