

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

2  
3   IN THE MATTER OF THE COMPLAINT  
4   AGAINST

Case No.: AD 0911003

5   STEVEN C. WEIN, D.O.,  
6   LIC. #1450/SL 0468

**NV STATE BOARD OF  
OSTEOPATHIC MEDICINE**

7                   RESPONDENT.

DEC 08 2010

**FILED**

8                   **SETTLEMENT AGREEMENT AND ORDER**

9                   **I. PARTIES**

10                   This Settlement Agreement and Order ("Agreement and Order") is made by and  
11   between C. Dean Milne, D.O., Investigative Board Member ("Dr. Milne" or "Investigative Board  
12   Member") for the Nevada State Board of Osteopathic Medicine ("the Board") through the  
13   Board's Counsel, Dianna Hegeduis, Esq., and Steven C. Wein, D.O. ("Dr. Wein") (collectively  
14   referred to as "the Parties").

15                   **II. RECITALS**

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

- 17   A. WHEREAS, the Board, through the Investigative Board Member, ascertained certain
- 18   information regarding Dr. Wein. The information was ascertained as a result of the
- 19   Board's staff due diligence in investigating its applicants/licensees.
- 20   B. WHEREAS, the Investigative Board Member ("IBM") has alleged as follows: (1) Re:
- 21   criminal charges for Clark County, Nevada for open and gross lewdness on October
- 22   31, 2009. The Respondent was found guilty at trial and sentenced to one year in jail,
- 23   with credit for time served. Because of the guilty verdict, Respondent will now have to
- 24   register as a sex offender pursuant to NRS chapter 179D. (2) Re: pending criminal
- 25   charges in Tempe, Arizona in May 2010, for arson. The IBM has alleged all such acts
- 26   and/or conduct are violations of NRS and NAC chapters 633. More specifically, those
- 27   violations include but are not limited to violations of NRS 633.131 (unprofessional
- 28   conduct) for that conduct and/or acts occurring in the States of Nevada and Arizona
- and NAC 633.350 (unethical conduct) for that conduct and/or acts occurring in both
- States of Nevada and Arizona; and based upon the criminal conviction in Nevada, are
- grounds for formal disciplinary action. **See** NRS 633.511(2)(g).
- C. WHEREAS, pursuant to NRS 633.511(1), "unprofessional conduct" is a ground for
- initiating a formal disciplinary proceeding; and pursuant to NRS 633.651, such
- discipline may include public reprimands, the suspension or revocation of the license to
- practice osteopathic medicine in the State of Nevada, and an assessment of a fine not
- to exceed \$5,000 per violation.

- 1 D. WHEREAS, NRS 622.400(1) states that a "regulatory body [such as this Board] may  
2 recover from a person reasonable attorney's fees and costs that are incurred by the  
3 regulatory body as part of its investigative, administrative and disciplinary proceedings  
4 against the person if the regulatory body" either enters a final order or enters into a  
5 settlement agreement.
- 6 E. WHEREAS, the parties have agreed to settle this matter, rather than requiring the  
7 Board to proceed to a formal disciplinary hearing on the complaint currently on file in  
8 this matter.
- 9 F. WHEREAS, the parties understand that this Agreement will be signed by the  
10 respective parties and will then be offered to the Board for the entire Board's approval  
11 at the next Board meeting, with the recommendation of the Investigating Board  
12 Member that this matter be settled. The Agreement shall not become effective until it  
13 has been approved by a majority of the Board and endorsed by a representative  
14 member of the Board.
- 15 G. WHEREAS, Dr. Wein understands that the Board is free to accept or reject this  
16 Agreement and, if rejected by the Board, a formal disciplinary complaint may be filed  
17 and a hearing scheduled on the same. The Board members who review this matter for  
18 approval of this Agreement may be the same members who ultimately hear the  
19 disciplinary complaint if this Agreement is not approved by the Board. Dr. Wein hereby  
20 agrees to waive any rights he might have to challenge the impartiality of the Board to  
21 hear the disciplinary complaint, based on prior knowledge obtained by the Board  
22 through consideration of this Agreement, if after review by the Board, this Agreement is  
23 rejected. Furthermore, if the Board does not accept the Agreement, it shall be regarded  
24 as null and void.
- 25 H. WHEREAS, Dr. Wein acknowledges that the Board will retain jurisdiction over this  
26 matter until all terms and conditions set forth in this Agreement and Order have been  
27 met.
- 28 I. WHEREAS, Dr. Wein acknowledges that the Board had a reasonable basis to believe  
that the statutes and/or regulations regulating the practice of Osteopathic Medicine in  
the State of Nevada may have been violated.
- J. WHEREAS, in order to resolve the matter prior to a formal disciplinary hearing and to  
save further costs and expenses, Dr. Wein has elected to enter into this Agreement to  
resolve this matter, and this matter only.
- K. WHEREAS, Dr. Wein acknowledges that once accepted by the Board, this Agreement  
and all associated documentation become a matter of public record. See NRS  
622.330 and NRS 633.301(3). The following documents will be available upon a public  
records request: the internal complaint initiating the investigation; the complaint with  
summary suspension request; the summary suspension order; orders for blood work  
and for mental examination; notice of hearing; criminal complaint against Dr. Wein  
from Maricopa County, Arizona; records from the University of Nevada School of  
Medicine along with a certificate of the records custodian; records from the Monte  
Carlo Hotel/Casino along with the certificate of records custodian; and records from the  
Las Vegas Metropolitan Police Department with certificate of records custodian
- L. WHEREAS, Dr. Wein has had the opportunity to obtain the advice from competent  
counsel of his choice concerning the terms and conditions of this Agreement and the  
execution thereof. No coercion has been exerted upon Dr. Wein, nor have any  
promises been made other than those reflected in this Agreement. Dr. Wein freely and  
voluntarily entered into this agreement, motivated only by a desire to resolve the issues  
addressed herein. Dr. Wein has executed this Agreement only after a careful reading  
of it and a full understanding of all its terms, and after consultation with legal counsel.

- 1 M. WHEREAS, Dr. Wein is fully aware of his rights to contest the charges pending against  
2 him. These rights include: representation by an attorney at his own expense, the right  
3 to a public hearing on any charges or allegations filed, the right to confront and cross-  
4 examine witnesses called to testify against him, the right to present evidence on his  
5 own behalf, the right to compulsory process to secure the attendance of such  
6 witnesses, the right to testify on his own behalf, the right to receive written findings of  
7 fact and conclusions of law supporting the decision on the merits of the complaint and  
8 the right to obtain judicial review of the Board's decision. Should the Board accept this  
9 Agreement, Dr. Wein voluntarily waives these rights.
- 10 N. WHEREAS, this Agreement and Order shall be construed in accordance with the laws  
11 of the State of Nevada.
- 12 O. WHEREAS, this Agreement and Order contains a complete description of the  
13 agreement between the parties and it supersedes any previous agreements between  
14 the parties. All material representations, understandings and promises of the parties  
15 are contained in this Agreement. Any modifications must be set forth in writing, signed  
16 by all the parties, and approved by the Board.

### 17 III. TERMS OF THE AGREEMENT

- 18 A. The IBM has confirmed that Dr. Wein was found guilty after a bench trial in Las  
19 Vegas, Clark County, Nevada, of the charge "open and gross lewdness" and the  
20 sentence imposed includes one year of incarceration with credit for time served. Dr.  
21 Wein does not deny that he went to trial and was found guilty. The IBM has  
22 confirmed with the District Attorney's office that based upon that guilty verdict, Dr.  
23 Wein is now required to register as a sex offender in the State of Nevada pursuant  
24 to statute. The IBM has also confirmed that criminal charges are pending against  
25 Dr. Wein in Arizona, allegedly for arson. Dr. Wein was arrested because of the  
26 events/acts/conduct occurring in May 2009 in Tempe, Arizona; and Dr. Wein does  
27 not deny the fact that he was arrested in Tempe, Arizona. The Board previously  
28 summarily suspended Dr. Wein's osteopathic medicine license pursuant to NRS  
233B.127 and NRS 633.581; and Dr. Wein does not deny that fact.
- B. Dr. Wein's conviction in the criminal action filed by the State of Nevada constitutes  
unprofessional conduct and is a ground for discipline pursuant to NRS 633.511(g),  
i.e., conviction of a "sexual assault, statutory sexual seduction, incest, lewdness,  
indecent exposure or any other sexually related crime." Conviction in the State of  
Nevada for open and gross lewdness also constitutes unethical conduct as defined  
by Nevada's statutes and regulations. Additionally, the alleged criminal  
acts/conduct occurring in May 2009 in Tempe, Arizona is an offense involving moral  
turpitude, and such may also be considered unprofessional conduct for which  
discipline is permissible.
- C. In exchange for the Board not pursuing the formal disciplinary complaint filed in this  
matter and Dr. Wein not pursuing subsequent reviews by the appropriate appellate  
Courts, the parties have agreed to resolve the current matter as described in  
Section III, Paragraph A, above, and only the matters described therein.
- D. Dr. Wein agrees and hereby consents to the surrender of his Nevada osteopathic  
medicine license, License No. 1450/SL 0468, through and including April 30, 2016  
pursuant to NRS 622A.410.
- E. Dr. Wein agrees to pay the sum of Ten Thousand, Five Hundred, Ninety-three  
Dollars and Seventy-five cents (\$10,593.75) which sum includes (1) the \$5,000 fine  
described in NRS 633.651 for the unprofessional conduct (conviction of the open

1 and gross lewdness charges) and unethical conduct committed in the State of  
2 Nevada, (2) the \$5,000 fine described in NRS 633.651 for the unprofessional  
3 conduct and unethical conduct committed in the State of Arizona, and (3) the sum  
4 of \$593.75 as costs incurred in the investigation of this matter. Such amount shall  
5 bear interest at the legally allowable rate specified in NRS 99.040, commencing on  
6 the date of the execution of this agreement; and all such amounts shall be payable  
7 in monthly installments, each in the amount of \$100.00, with the first payment being  
8 due on the 29<sup>th</sup> day of April, 2011, and a like payment being due on the 29<sup>th</sup> day of  
9 each month thereafter until said amount is paid in full. The amount of \$10,593.75,  
10 plus interest, shall be paid in full prior to Dr. Wein seeking reinstatement of a full  
11 Nevada Osteopathic medicine license from the Board.

- 12 F. Should Dr. Wein fail to satisfy and pay the indebtedness of \$10,593.75, plus  
13 interest pursuant to NRS 99.040, in a timely manner as discussed herein, Dr. Wein  
14 understands and agrees that he will be considered in default of this Agreement, and  
15 this agreement will be null and void, with the Respondent receiving credit for  
16 payments made to date. The Board may take whatever action it deems  
17 appropriate, including but not limited to reducing the balance to judgment pursuant  
18 to NRS chapter 353C and/or the continuation of the formal administrative action  
19 against Dr. Wein with the Board seeking the maximum penalties and/or files for all  
20 violations established and/or proven at a formal administrative disciplinary hearing.
- 21 G. The Respondent, Dr. Wein, agrees to bear his own fees and costs, including the  
22 fees and expenses of his own attorney(s) if applicable.
- 23 H. This Agreement and Order shall inure to the benefit of and be binding upon each of  
24 the parties hereto and their respective heirs, personal representatives, assigns and  
25 successors in interest of each party.
- 26 I. This Agreement and Order shall be construed in accordance with the laws of the  
27 State of Nevada.
- 28 J. This settlement agreement consists of six (6) pages and embodies the entire  
agreement between the Board and the osteopathic physician. 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.
- K. In consideration for the execution of this Agreement, Dr. Wein hereby releases and  
forever discharges the State of Nevada, the Board of Osteopathic Medicine, and  
the Nevada State Attorney General's Office (as counsel for the Board), 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, and other matters relating  
thereto.
- L. Dr. Wein, 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

1 whatsoever that the persons and entities named in this paragraph shall have or  
2 may at any time sustain or suffer by reason of this investigation, this settlement or  
3 its administration.

4 M. This document may be prepared in multiple counterparts. Each counterpart,  
5 whether it be originally typed, a carbon, photocopy, facsimile or other type of copy,  
6 shall be deemed an original hereof if executed by each of the Parties hereto.

7 N. LASTLY, by executing this agreement, Respondent Physician hereby expressly,  
8 knowingly, and intentionally waive the 21-working days notice requirement pursuant  
9 to Nevada's Open Meeting Laws and acknowledges that this Agreement shall be on  
10 the agenda for the Board's approval in the month of December, 2010.

11 STEVEN C. WEIN, D.O.

LAW OFFICES OF DANIEL MARKS, ESQ.

12 By: [Signature]  
13 Osteopathic Physician

By: [Signature]  
Attorney for Respondent Physician

14 Dated: 11/9/10

Dated: 11/9/10

15 NEVADA STATE BOARD OF  
16 OSTEOPATHIC MEDICINE

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

17 BY: [Signature]  
18 C. Dean Milne, D.O.  
19 Investigating Board Member

By: [Signature]  
Dianna Hegeduis, Esq.  
Board Counsel

20 Dated: 12-7-10

Dated: 11-16-2010

**ORDER OF THE BOARD**

21 **IT IS ORDERED** that the Osteopathic Medicine License No. 1450 and Special License  
22 No. 0468 issued by the Board to Respondent, Steven C. Wein, are **HEREBY**  
23 **SURRENDERED** and/or no longer valid.

24 **IT IS HEREBY ORDERED** that should Dr. Wein wish to restore his Nevada State  
25 Osteopathic Medicine License, he must file comply with the statutes and regulations  
26 pertaining to licensing, found in NRS and NAC chapters 633, and submit the appropriate  
27 application with the Board on or after May 1, 2016.

28 **IT IS FURTHER ORDERED** that Respondent, Steven C. Wein, is **FINED** the amount of  
Ten Thousand Dollars (\$10,000.00) and **ASSESSED** costs in the amount of \$593.75 with

1 payments being made as outlined in the Settlement Agreement and bearing interest as  
2 allowed pursuant to NRS 99.040; and that the full amount shall be paid by the said Steven C.  
3 Wein, Respondent herein, prior to seeking reinstatement of a full Nevada State osteopathic  
4 medicine license.

5 **IT IS FURTHER ORDERED** that should Dr. Wein fail to comply with any terms or  
6 conditions of this Agreement, Dr. Wein will be in breach of this Agreement; and this  
7 Agreement will be null and void. The Board may take whatever action it deems appropriate,  
8 including but not limited to proceeding with the formal disciplinary/administrative action  
9 against Dr. Wein and/or the reduction of the amount then due to a judgment pursuant to NRS  
10 chapter 353C. Should this Agreement become null and void by Dr. Wein's failure to comply  
11 with terms or conditions of this Agreement, the Board may not only pursue administrative  
12 actions against Dr. Wein pursuant to application Nevada statutes and/or regulations, but the  
13 Board may also seek the maximum fees, fines, and costs.  
14

15 DATED this 7th day of December, 2010.

16  
17 NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE

18 BY: Paul Kalekas D.O.  
19 Paul Kalekas, D.O., Secretary-Treasurer of the  
20 Board  
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1 **BEFORE THE NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE**

2 IN THE MATTER OF THE COMPLAINT )

3 AGAINST )

4 STEVEN C. WEIN, LIC. #1450/SL 0468 )

5 RESPONDENT. )

Case No.: AD 0941003

NEVADA STATE BOARD OF  
OSTEOPATHIC MEDICINE

DEC 08 2010

**FILED**

6  
7 WRITTEN NOTICE OF ENTRY OF ORDER APPROVING  
8 SETTLEMENT AGREEMENT

9 PLEASE TAKE NOTICE that an order was entered regarding the Settlement Agreement  
10 in the above-referenced matter and a copy of the same is attached hereto.

11 DATED THIS 8th day of December, 2010.

12 NEVADA STATE BOARD OF  
13 OSTEOPATHIC MEDICINE

14 By

Dianna Hegeduis  
Dianna Hegeduis, Executive Director -  
Board Counsel  
901 American Pacific Dr., # 180  
Henderson, NV 89014

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16  
17 CERTIFICATE OF MAILING

18  
19 I hereby certify that on the 8th day of December, 2010, I served a copy of the  
20 foregoing notice, with attached Settlement Agreement/Order, upon the respective parties to  
21 this matter by depositing a true copy thereof in the U.S. mail, addressed to them at their last  
22 known address on file with the Board, postage thereon prepaid, namely:

23 Daniel Marks, Esq.  
24 530 Las Vegas Blvd. So., # 300  
25 Las Vegas, NV 89101  
26 Attorneys for Respondent

Mace Yampolsky, Esq.  
625 So. 6<sup>th</sup> Street  
Las Vegas, NV 89101  
Attorneys for Respondent

27 Michelle Kenna  
28 An employee of the NEVADA STATE BOARD  
OF OSTEOPATHIC MEDICINE