



New Mexico Regulation and Licensing Department
BOARDS AND COMMISSIONS DIVISION
Chiropractic Board

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(505) 476-4622 ▪ Fax (505) 476-4645 ▪ www.rld.state.nm.us/boards

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July 16, 2019

Certified Mail #7011 3500 0002 1599 8216

Stout & Stout Lawyers, LLC
Attn: Drew Stout
P.O. Box 716
Hobbs, NM 88241

Re: New Mexico Board of Chiropractic Examiners
Case #C-16-02-COM
Respondent: Jeffry Tabor
Settlement Agreement

Dear Mr. Stout:

Attached, please find, for your records, a copy of the fully executed Settlement Agreement for the above referenced case.

You may contact me if you have any questions regarding this matter.

Sincerely,

Kathleen Roybal

Kathleen Roybal
Compliance Liaison
New Mexico Board of Chiropractic
(505) 476-4622
Kathleen.Roybal@state.nm.us

Enclosure: Settlement Agreement

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**BEFORE THE BOARD OF CHIROPRACTIC EXAMINERS
FOR THE STATE OF NEW MEXICO**

IN THE MATTER OF:

Case No. C-16-02-COM

**JEFF TABOR,
License No. 792,**

Respondent.

SETTLEMENT AGREEMENT

Whereas, Jeff Tabor ("Respondent") is licensed in New Mexico under the Chiropractic Physician Practice Act, NMSA 1978, Sections 61-4-1 to -17 (2009 ("the Act"), and is subject to the jurisdiction of the New Mexico Board of Chiropractic Examiners ("Board"); and

Whereas, the Board received a formal complaint alleging that Respondent has violated the Act; and

Whereas, the Board found sufficient evidence to refer the matter to its administrative prosecutor and request that a Notice of Contemplated Action ("NCA") be issued against Respondent; and

Whereas, an NCA was issued pursuant to the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2017) ("ULA"), which stated that the Board had sufficient evidence which, if not rebutted or satisfactorily explained, would justify the Board taking disciplinary action against Respondent up to and including license revocation; and

Whereas, Respondent, due to medical reasons, failed to timely request a hearing pursuant to the ULA; and

Whereas, due to Respondent's failure to request a hearing, a Default Order was issued by the Board on June 25, 2018; and

Whereas, pursuant to the Default Order, Respondent's license was suspended until certain conditions were met; and

Whereas, Respondent requested the Board to reopen the case and allow for a hearing on the merits of the allegations in the complaints;¹ and

Whereas, the Board granted Respondent's request and issued its Order Granting Respondent's Request to Reopen Case on November 9, 2018; and

¹ In addition to the complaint filed in the instant matter, a complaint was also filed in case no. C-16-03-COM, for the same incident which gave rise to the complaint in this matter.

Whereas, Respondent has paid the Board a fine in the amount of one thousand dollars (\$1,000); and

Whereas, Respondent has successfully completed a Board approved ethic course; and

Whereas, Respondent is willing to resolve this matter without the need for, and time and expense of, a formal hearing conducted; and

Whereas, the Board's administrative prosecutor believes that this proposed Settlement Agreement (the "Agreement") is appropriate and in the best interest of the Board:

THEREFORE, IT IS AGREED AS FOLLOWS:

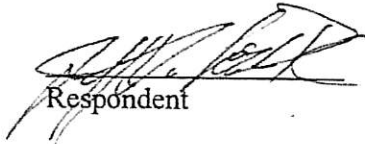
1. Jurisdiction: Respondent is licensed by the Board or otherwise subject to the Act and subject to the jurisdiction of the Board.
2. Voluntary Agreement: Respondent enters into this Agreement knowingly and voluntarily, without duress or coercion, and after full opportunity to consult an attorney. Respondent understands that if he rejects this agreement the Board will conduct a formal evidentiary hearing, which may result in the Board imposing discipline that is more severe or less severe than the sanctions imposed herein.
3. Board Approval: This Agreement is subject to Board approval. If the Board rejects this Agreement, the Board may proceed with a full evidentiary hearing on a date scheduled by the Board in a subsequent notice. If the Board rejects this Agreement, the terms of this Agreement or statements made by Respondent in support of this Agreement shall not be used against Respondent in a subsequent hearing, nor shall any terms herein be used against Respondent in any subsequent proceeding as evidence or admission of any violation.
4. Waivers: If this Agreement is accepted by the Board, Respondent agrees to waive any and all rights under the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2017), including but not limited to the right to an evidentiary hearing, the right to discovery, the right and cross examine witnesses, and the right to judicial review.
5. Waiver of Sixty-Day Rule: Respondent understands that [he or she] has the right to have a hearing in this case begin within sixty (60) days from the date of service of the notice of hearing, pursuant to NMSA 1978, Section 61-1-4(F). Respondent understands that [his or her] signature on this form means that Respondent gives up the right to seek the dismissal of this case without the imposition of discipline if the hearing does not begin within sixty (60) days from the date of service of the notice of hearing. After reading and understanding all of the above, Respondent knowingly and voluntarily gives the right to have the hearing in this matter begin within the time limits provided by NMSA 1978, Section 61-1-4(F).

6. Violations: Respondent, without admitting fault, acknowledges the allegations contained in the Notice of Contemplated action.
7. Sanctions and Conditions: Respondent agrees to the following disciplinary sanctions and conditions:
 - a. Reprimand: Respondent shall receive a Letter of Reprimand, to be issued by Board staff.
 - b. Completion of Required Continuing Education: Respondent shall be required to complete a Board approved ethics course within ninety (90) days from the date this Agreement is accepted by the Board. Respondent shall submit evidence of the successful completion of any course. The course shall not be credited toward any other continuing education requirements for Respondent's licensure and Respondent is responsible for any associated costs.
 - c. Fine: Respondent shall pay to the Board a fine of one thousand dollars (\$1,000) within ninety (90) days from the date this Agreement is accepted by the Board.
 - d. License Suspension: Upon satisfying the terms of the Agreement, and Board approval, Respondent's license shall be reinstated.
8. Reportable Discipline: Respondent understands that this Agreement constitutes formal disciplinary action by the Board and that the Board may report this Agreement to the applicable professional licensing national database, if any:
9. Respondent agrees that failure to comply with the terms of this Agreement will result in further Board action to secure compliance. Any violation of this Agreement will result in the immediate, automatic filing of an administrative Notice of Non-Compliance by Board staff. Upon the filing of a Notice of Non-Compliance, the matter shall be scheduled for the next regular meeting of the Board, at which time the Board shall hear from Board staff regarding the alleged non-compliance. Respondent shall have the opportunity to rebut the allegations or offer any other relevant argument or evidence. Such argument or evidence may be provided in writing prior to the meeting or in person at the Board meeting. Any presentation regarding the Notice of Non-Compliance shall be limited to evidence surrounding Respondent's alleged failure to comply with the Agreement. Upon finding such violation occurred, the Board may suspend Respondent's license(s), provided that this suspension may only remain in effect until such time as the Respondent has complied with the terms of this agreement.
10. Contact Information: Respondent shall notify the Board within ten (10) calendar days if there is a change in employment or home address during the term of discipline or prior to completion of any conditions stated herein.

11. Public Record: This Agreement and the original complaint are public records and may be provided for inspection if requested, pursuant to the Inspection of Public Records Act ("IPRA"), NMSA 1978, Sections 14-2-1 to -12 (1947, as amended through 2018).
12. Final Disposition: Upon Respondent's satisfactory completion of the terms of this agreement, the Default Order will be rescinded and Respondent's license fully reinstated, and the case will be deemed closed for administrative purposes without the filing of an order or official vote of the Board. However, this matter will still constitute disciplinary action as provided herein.

I understand and have read the above. I hereby agree to the terms of this Agreement freely and voluntarily. I understand that by entering into this Agreement I am giving up my rights under the Uniform Licensing Act. I understand I am giving up my right to an evidentiary hearing on the merits of the alleged violations, the right to confront, cross-examine and compel the attendance of witnesses, and the right to present all relevant evidence by means of witnesses and books, papers, documents and other evidence.

I understand that if the Board accepts this Agreement, I am subject to further discipline as outlined herein in the event that I violate any of the terms or conditions set forth.


Respondent

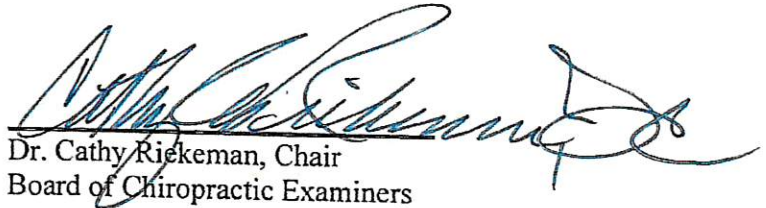
7-10-19
Date

ORDER

This proposed settlement comes before the Board during a properly scheduled public meeting with a quorum present and majority voting in the affirmative, this Agreement is:

ACCEPTED REJECTED

IT IS SO ORDERED.


Dr. Cathy Riekeman, Chair
Board of Chiropractic Examiners

Dated this 16th day of July, 2019