



KENNY C. GUINN  
Governor

STATE OF NEVADA  
**BOARD OF PSYCHOLOGICAL EXAMINERS**

P.O. Box 2286  
Reno, Nevada 89505-2286  
(775) 688-1268 • Fax (775) 688-1272  
E-mail: nbop@govmail.state.nv.us

Paula Squitieri, Ph.D.  
*President, Las Vegas*

Michael Lewandowski, Ph.D.  
*Secretary/Treasurer, Reno*

Chris Heavey, Ph.D.  
*Board Member, Las Vegas*

Cindie Geddes  
*Public Board Member, Reno*

Lynn Boutiller, Ph.D.  
*Board Member, Carson City*

April 20, 2006

Lorne J. Malkiewich, Director  
State of Nevada  
Legislative Counsel Bureau  
Legislative Building  
401 S. Carson Street  
Carson City, NV 89701-4747

Dear Mr. Malkiewich:

The purpose of this letter is to comply with NRS 622.100, which requires occupational licensing Boards to submit quarterly reports of disciplinary action, throughout the preceding quarter (January 1, 2006 through March 31, 2006). During the first quarter of calendar year 2006, the Board's records reflect the receipt of four (4) new complaints. The Board of Psychological Examiners dismissed four (4) complaints during this quarter. One (1) additional complaint was dropped at the complainant's request and the Board voted to accept the agreed settlement of one (1) complaint. The hearing scheduled during the first quarter, has been continued and a hearing master has been appointed. There are a total of eight (8) pending complaints.

Attached is a copy of the settlement agreement accepted by the Board at their last meeting. If you have any questions please do not hesitate to contact our office.

Sincerely,  
for the Board of Psychological Examiners

  
Laverta MacKie  
Office Manager

received  
3-8-06

**BEFORE THE NEVADA STATE BOARD OF PSYCHOLOGICAL EXAMINERS**

**IN THE MATTER OF,**

**STIPULATED  
SETTLEMENT AGREEMENT**

**THOMAS TOWLE, PH.D**

**Respondent.**

The Nevada State Board of Psychological Examiners ("Board"), by and through its counsel Attorney General George J. Chanos and Deputy Attorney General Edward T. Reed, and Thomas Towle, Ph.D., ("Dr. Towle") hereby stipulate and agree as follows

WHEREAS, on August 4, 2005, a Complaint and Notice of Hearing ("Complaint") was filed against Thomas Towle, Ph.D., license number PY 0063, pursuant to NRS 641.276 alleging various violations of Chapter 641 of NRS and NAC; and

WHEREAS, the Board is responsible for enforcing the provisions of NRS chapter 641 dealing in part, with the licensure and discipline of psychologists in the State of Nevada; and

WHEREAS, Dr. Towle is a licensed psychologist in the State of Nevada as that term is defined in NRS 641.027, with his license being issued by the Board; and

WHEREAS, the parties herein entered into settlement negotiations and now desire to resolve their differences and disputes without further costly investigations and/or a hearing(s) being held.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the recitals cited above, which are incorporated herein by this reference, the parties agree as follows.

1. Dr. Towle admits to a violation of NAC 641.219, the failure to keep adequate records

2. Dr. Towle agrees to pay a fine of \$1,000 pursuant to NRS 641.240(1)(e), due no later than 120 days after this agreement is approved by the Board

3. Dr. Towle further agrees to cause to be filed a new affidavit in the underlying court case in which he originally filed an affidavit in August of 2002 on behalf of the complainant's

1 ex-husband (the "original affidavit") The original affidavit is the basis of one of the charges in  
2 the present Complaint. The new affidavit shall state as follows: that Dr. Towle realizes now  
3 that he should not have signed the original affidavit because in that affidavit he improperly  
4 expressed the opinion, without a sufficient factual basis, that the husband of the complainant  
5 did not have a drug or alcohol problem and that the husband was a fit and proper person to  
6 have custody of his and the complainant's child. This affidavit shall be filed in the underlying  
7 court action no later than 30 days after approval of this agreement by the Board of  
8 Psychological Examiners, and a copy thereof shall be sent to the Board's Executive Director  
9 and counsel to the Board.

10 4. Dr. Towle agrees to pay the reasonable attorneys fees and all other costs,  
including costs for investigation, incurred by the Board in the investigation and prosecution of  
12 this matter, no later than 120 days after receiving the list of costs and fees to be provided by  
13 the Board

14 5. The Board agrees to provide Dr. Towle with an itemized listing of the fees and costs  
15 incurred no later than 20 days after this agreement is signed by all the parties hereto

16 6. Dr. Towle, in signing this agreement, waives the right to file a petition for judicial  
17 review pursuant to NRS 233B.130 or any other action in a court of law challenging this  
18 agreement or the Complaint filed by Board counsel.

19 7. If Dr. Towle fails to abide by the terms of this agreement, the Board may, at its  
20 option, declare the agreement to be null and void and proceed with appropriate disciplinary  
21 action, proceed with enforcement in a court of law, or both.

22 8. This Agreement shall not be binding unless accepted by a majority of the Board  
23 Members present at a meeting noticed pursuant to NRS chapter 241 who are eligible to vote  
24 on the Agreement.

25 9. If this Agreement is rejected by the Board, the Agreement itself, and the  
26 negotiations leading to the Agreement, shall not be admissible into evidence in any legal  
27 proceeding. If this Agreement is approved by the board, it shall be admissible in any  
28 subsequent proceeding to enforce it.

10. This Stipulated Settlement Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed according to the laws of the State of Nevada

11. Any action brought to enforce this Agreement shall be brought in the First Judicial District Court in and for the State of Nevada, in Carson City, Nevada

12. If any action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees. It is specifically agreed that reasonable attorneys' fees for state-employed attorneys shall be \$125.00 per hour.

13 If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement non-enforceable

14. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing, signed by the respective parties hereto, and approved by the Office of the Attorney General and the Board

IN WITNESS WHEREOF, the parties hereto have caused this settlement agreement to be signed and intend to be legally bound thereby.

DATED: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
THOMAS TOWLE, PH.D.

State of Nevada     )  
                                  ss  
County of Clark     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by Thomas Towle.

\_\_\_\_\_  
(Signature of notarial officer)(Seal, if any)

1 | DATED: \_\_\_\_\_ 2006

By:

JOHN R. LUSK, Esq.  
Attorney at Law  
517 S. Third St.  
Las Vegas, NV 89101  
(775) 684-1216  
(775) 684-1108 (f)

ATTORNEYS FOR THOMAS TOWLE, PH.D

8 | DATED: February 17, 2006

STATE OF NEVADA  
BOARD OF PSYCHOLOGICAL  
EXAMINERS

By:

Edward T. Reed  
EDWARD T. REED  
Nevada Bar No. 1416  
Deputy Attorney General  
Office of the Attorney General  
100 N. Carson Street  
Carson City, NV 89701-4717  
(775) 684-1216  
(775) 684-1108 (f)

ATTORNEYS FOR THE NEVADA STATE  
BOARD OF PSYCHOLOGICAL EXAMINERS

10 This Stipulated Settlement Agreement, and the rights and obligations of the parties  
2 hereto, shall be governed by and construed according to the laws of the State of Nevada.

3 11 Any action brought to enforce this Agreement shall be brought in the First Judicial  
4 District Court in and for the State of Nevada, in Carson City, Nevada

5 12 If any action is brought to enforce the provisions of this Agreement, the prevailing  
6 party shall be entitled to reasonable costs and attorneys' fees. It is specifically agreed that  
7 reasonable attorneys' fees for state-employed attorneys shall be \$125.00 per hour.

8 13 If any provision contained in this Agreement is held to be unenforceable by a court  
9 of law or equity, the Agreement shall be construed as if such provision did not exist and the  
10 non-enforceability of such provision shall not be held to render any other provision or  
provisions of this Agreement non-enforceable.

12 14 This Agreement constitutes the entire agreement of the parties and is intended as  
13 a complete and exclusive statement of the promises, representations, negotiations,  
14 discussions, and other agreements that may have been made in connection with the subject  
15 matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no  
16 modification or amendment to this Agreement shall be binding upon the parties, unless the  
7 same is in writing, signed by the respective parties hereto, and approved by the Office of the  
18 Attorney General and the Board.

19 IN WITNESS WHEREOF, the parties hereto have caused this settlement agreement to  
20 be signed and intend to be legally bound thereby.

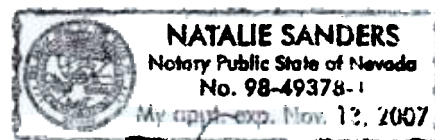
21 DATED February 16, 2006

22 BY Thomas Towle  
THOMAS TOWLE, PH.D

23 State of Nevada )  
24 ss

County of Clark

25 This instrument was acknowledged before me this  
26 16th day of February, 2006 by  
27 Thomas Towle.



28 Natalie Sanders  
(Signature of notary officer) (Seal, if any)

1 DATED: 2/16/06, 2006

By:

  
JOHN R. LUSK, Esq.

Attorney at Law  
517 S. Third St.  
Las Vegas, NV 89101  
(775) 684-1216  
(775) 684-1108 (f)

ATTORNEYS FOR THOMAS TOWLE, PH.D

8 DATED: \_\_\_\_\_, 2006

STATE OF NEVADA  
BOARD OF PSYCHOLOGICAL  
EXAMINERS

By:

EDWARD T. REED  
Nevada Bar No. 1416  
Deputy Attorney General  
Office of the Attorney General  
100 N. Carson Street  
Carson City, NV 89701-4717  
(775) 684-1216  
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BOARD OF PSYCHOLOGICAL EXAMINERS

Carson

ORDER

The matter having been presented to the Board on the 17 day of February,  
2006, and a majority of the Board members eligible to vote having voted to approve this  
Stipulated Settlement Agreement,

IT IS SO ORDERED that this Stipulated Settlement Agreement is hereby approved.

DATED: 2/17, 2006

STATE OF NEVADA  
BOARD OF PSYCHOLOGICAL  
EXAMINERS

By: [Signature]  
PRESIDENT

Attorney General's Office  
100 N. Carson Street  
Carson City, Nevada 89701-4717



**CERTIFICATE OF SERVICE**

hereby certify that I am an employee of the Office of the Attorney General, State of Nevada; and that on the 22 day of February 2006, I served a true and correct copy of the foregoing STIPULATED SETTLEMENT AGREEMENT, via U.S. MAIL with certified return receipt requested to:

Thomas Towle, Ph.D.  
600 Whitney Ranch Road  
Building A, Unit 5 B  
Henderson, NV 89015

CERTIFIED RECEIPT NO. 7003-1680-0001-3688-2610

John R. Lusk, Esq.  
517 S. Third St.  
Las Vegas, NV 89101  
Attorney for the Respondent

CERTIFIED RECEIPT NO. 7003-1680-0001-3688-2603

*Sierria Motta*  
An employee of the Office of the Attorney General