
**DISCIPLINARY AGREEMENT REGARDING THE LICENSE OF JESSE LEE
COSTALES (LICENSE NO. 13527778-1235 TO PRACTICE AS A PHYSICIAN AND
SURGEON IN THE STATE OF UTAH**

Case No. DOPL 2024- 391

By signing below, **JESSE LEE COSTALES** ("Respondent") and the Utah Division of Professional Licensing ("Division") knowingly and voluntarily agree as follows:

1. **Agreement Effective Date:** This Agreement becomes effective on the day the Division Director signs the attached Order (the "Effective Date").
2. **Pre-Adjudication Settlement:** This Agreement is a pre-adjudication settlement, as contemplated by Utah Code § 63G-4-102(4). If the Agreement is not signed by Respondent and the Division, the Division will proceed with adjudication of Respondent's alleged unprofessional or unlawful conduct. By signing this Agreement, Respondent waives the right to participate in adjudication proceedings and respond to these allegations before the Division.
3. **Undisputed Facts:** Respondent and the Division do not dispute the following facts, for the purposes of the Division's administrative action regarding Respondent's license:
 - a. On or about April 9, 2024, the Maryland Medical Board issued a reprimand and fine due to your failure to complete a required profile.
 - b. On or about April 30, 2024, the Michigan Department of Licensing and Regulatory Affairs Board of Medicine fined you \$500.00 for violating Michigan law based on the Maryland order.
 - c. On or about September 25, 2024 a letter was emailed and mailed to you notifying you that you are no longer eligible for licensure in the Interstate Medical Licensure Compact. You were given notice to submit an FCVS, and NPDB and a physician and surgeon application and you would be able to transition your license to a full Utah physician and surgeon license. You were advised that you must either surrender your license or transition your license. You have failed to do this.
4. **Finding of Unprofessional Conduct:** Respondent's conduct described above is "unprofessional conduct," as defined by Utah Code § 58-1-501 (2) to include:
 - (iv), engaging in conduct that results in disciplinary action, including reprimand, censure, diversion, probation, suspension, or revocation, by any other licensing or regulatory authority having jurisdiction over the

licensee or applicant in the same profession if the conduct would, in this state, constitute grounds for denial of licensure or disciplinary proceedings under Section 58-1-401;

5. **Division's Authority to Act:** Based on its finding of "unprofessional conduct," the Division is authorized to "revoke, suspend, restrict, place on probation, or otherwise act upon" Respondent's license under Utah Code § 58-1-401(2).
6. **License is Surrendered:** Respondent surrenders their license to practice as a physician and surgeon in the State of Utah, and all residual rights related to that license, forfeiting any right to practice as a physician and surgeon in the State of Utah. Respondent will not receive any refund of license or renewal fees previously paid to the Division.
7. **Reapplying for Licensure:** Respondent may not reapply for licensure in the State of Utah until two years have elapsed from the effective date of this Agreement and the following terms and conditions are met:
8. **No Guarantee of Relicensure:** The Division does not guarantee that any future application by Respondent for licensure will be granted.
9. **Disciplinary Action:** The resulting Division Director Order is a disciplinary action against Respondent's license under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). This disciplinary action may adversely affect any license or application for licensure Respondent may have in another state.
10. **Agreement is a Public Document:** This agreement is a public document and will be published on the Division's website. It may also be reported to disciplinary databases, such as the National Practitioner Data Bank.
11. **Time For Completing Terms or Conditions:** Respondent must comply with and timely complete all terms of this Agreement. If a time for completion for a term or condition is not expressly defined, the Division may later set the deadline.
12. **Sanction for Violation:** If Respondent violates any of the above terms, the Division may take action against Respondent, as provided by law.
13. **No Outside Agreement:** There are no written or verbal agreements outside of the text of this document and the attached Order that modify, interpret, construe, or affect this Agreement. No person is authorized to make any promise, implication, or guarantee on behalf of the Division outside of this Agreement.
14. **Void if no Final Order:** The Division Director is not required to accept this Agreement or sign the attached Order. If the Division Director does not sign the attached Order, this Agreement and the representations in it will be null and void.

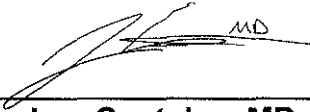
15. **Waiver of Claims Against Division Director:** If the Division Director does not sign the attached Order, the Division may initiate adjudication of Respondent's alleged unprofessional or unlawful conduct. In an adjudicative proceeding, the Division Director may be the presiding officer and final decisionmaker. Respondent and the Division waive any claim that the Division Director was biased or prejudiced by having reviewed this Agreement. This waiver survives nullification of the Agreement.
16. **Waiver of Judicial Review:** Respondent waives all rights to administrative and judicial review of this Agreement and Order that they might otherwise be entitled to under Utah Code §§ 63G-4-301 through -405 and Utah Administrative Code R151-4-901 through -907.
17. **Opportunity to Review:** Respondent has read and understands all the above and has no questions about any term or provision.

// (signatures on next page) //

DIVISION OF PROFESSIONAL
LICENSING

RESPONDENT

BY: 
Larry Marx
Bureau Manager

BY:  MD
Jesse Lee Costales, MD

DATE: 12/11/2024

DATE: 12/9/2024

ORDER

THE ABOVE AGREEMENT between the Division of Professional Licensing ("Division") and Jesse Lee Costales is approved by the Division and constitutes my Findings of Fact and Conclusions of Law. This Order is a **disciplinary action** under Utah Administrative Code R156-1-102(8) and Utah Code § 58-1-401(2). The terms and conditions of the Agreement are incorporated and constitute my Final Order.

ISSUED December, 13, 2024.

DIVISION OF PROFESSIONAL LICENSING


MARK B. STEINAGEL
Director

Bureau Manager ~ Larry Marx