

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**
2 **OF THE STATE OF NEVADA**

3 * * * * *

4
5 **In the Matter of Charges and**
6 **Complaint Against**
7 **MANE SULAIMAN SHAH, M.D.,**
8 **Respondent.**

Case No. 18-33803-1

FILED

JAN 10 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

9
10 **FIRST AMENDED COMPLAINT**

11 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board)
12 hereby issues this formal First Amended Complaint against Mane Sulaiman Shah, M.D.
13 (Respondent), a physician licensed in Nevada. After investigating this matter, the IC has a
14 reasonable basis to believe that Respondent has violated provisions of Nevada Revised Statutes
15 (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively the Medical
16 Practice Act). The IC alleges the following facts:

17 1. Respondent is licensed in Nevada in active status (License No.12786) and was
18 licensed by the Board on July 1, 2008.

19 2. On or about January 22, 2013, a Criminal Complaint was filed in North Las Vegas
20 Justice Court.

21 3. On or about January 24, 2013, Respondent was arrested for one felony count and
22 one gross misdemeanor count.

23 4. On or about April 29, 2013, an Amended Criminal Complaint was filed in North
24 Las Vegas Justice Court, this time alleging an elder enhancement on the felony count, and it also
25 included an additional gross misdemeanor count.

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28 ¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time the filing of this First Amended Complaint was approved, was composed of Wayne Hardwick, M.D., Mr. M. Neil Duxbury and Aury Nagy, M.D.

VERIFICATION

1 STATE OF NEVADA)
2 : ss.
3 COUNTY OF WASHOE)

4 Wayne Hardwick, M.D. hereby deposes and states under penalty of perjury under the laws
5 of the state of Nevada that he is the Chairman of the Investigative Committee of the Nevada State
6 Board of Medical Examiners that authorized the foregoing First Amended Complaint against the
7 Respondent herein; that he has read the foregoing First Amended Complaint; and based upon
8 information discovered during the course of the investigation into a complaint against Respondent,
9 he believes the allegations and charges in the foregoing First Amended Complaint against
10 Respondent are true, accurate and correct.

11 Dated this 10th day of January, 2019.

12 Investigative Committee of the Nevada State
13 Board of Medical Examiners

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15 _____
16 Wayne Hardwick, M.D., Chairman

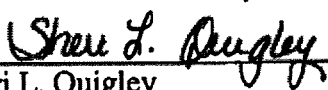
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CERTIFICATE OF MAILING

I hereby certify that I am employed by Nevada State Board of Medical Examiners and that on the 14th day of January, 2019, I served a filed copy of COMPLAINT, via USPS e-certified return receipt mail to the following:

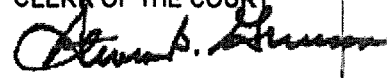
Mane Sulaiman Shah, M.D.
c/o John Hunt, Esq.
Clark Hill PLC
3800 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169
(702) 697-7512
jhunt@clarkhill.com

Dated this 14th day of January, 2019.



Sheri L. Quigley
Legal Assistant

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559



1 JOC
2 STEVEN B. WOLFSON
3 Clark County District Attorney
4 Nevada Bar #001565
5 200 Lewis Avenue
6 Las Vegas, Nevada 89155-2212
7 (702) 671-2500
8 Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

7 THE STATE OF NEVADA,
8 Plaintiff,

9 -vs-

CASE NO: C-13-292772-1

10 MANE SHAH, aka, Mane Sulaiman Shah,
11 #2885672

DEPT NO: XX

12 Defendant.

13 JUDGMENT OF CONVICTION
14 (PLEA OF GUILTY)

15 The defendant previously appeared before the Court with counsel and entered a plea
16 of guilty, pursuant to North Carolina v. Alford, 400 U.S. 25 (1970), to the crime of
17 BATTERY WITH SUBSTANTIAL BODILY HARM (Category C Felony), in violation of
18 NRS 200.481; thereafter, on the 16th day of August, 2018, the defendant was present in
19 court for sentencing with his counsel, DAVID Z. CHESNOFF, ESQ., RICHARD A.
20 SCHONFELD, ESQ., and ROBERT DEMARCO, ESQ., and good cause appearing,

21 THE DEFENDANT WAS HEREBY ADJUDGED GUILTY of said offense and, in
22 addition to the \$25.00 Administrative Assessment fee, \$3.00 DNA Collection fee and the
23 \$150.00 DNA Analysis fee including testing to determine genetic markers, the defendant
24 was sentenced as follows: for a MINIMUM term of TWENTY-FOUR (24) MONTHS with a
25 MAXIMUM term of SIXTY (60) MONTHS and PAY A \$5,000 FINE; SUSPENDED;
26 placed on PROBATION for a FIXED term of FIVE (5) YEARS WITH GOOD TIME
27 CREDIT.

28 CAUSERS\SKINNER\APPDATA\LOCAL\MICROSOFT\WINDOWS\NETCACHE\CONTENT.OUTLOOK\QSC7JRMZ\13FN0124-JOC-

(SHAH)-001.DOCX

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3 STANDARD CONDITIONS:

4 1. REPORTING: You are to report in person to the Division of Parole and Probation
5 as instructed by the Division or its agent. You are required to submit a written report each
6 month on forms supplied by the Division. This report shall be true and correct in all respects.

7 2. RESIDENCE: You shall not change your place of residence without first obtaining
8 permission from the Division of Parole and Probation, in each instance.

9 3. INTOXICANTS: You shall not consume or possess any alcoholic beverages
10 WHATSOEVER or recreational marijuana in Nevada or any other State where such
11 possession is considered legal. Upon order of the Division of Parole and Probation or its
12 agent, you shall submit to a medically recognized test for either breath, blood or urine, to
13 determine blood, breath or urine for alcohol, marijuana or THC content.

14 4. CONTROLLED SUBSTANCES: You shall not use, purchase or possess any
15 illegal drugs, or any prescription drugs, unless first prescribed by a licensed medical
16 professional. You shall immediately notify the Division of Parole and Probation of any
17 prescription received. You shall submit to drug testing as required by the Division or its
18 agent. Absent further Order from the Court, a prescription does not include medical
19 marijuana.

20 5. WEAPONS: You shall not possess, have access to, or have under your control, any
21 firearm, explosive device or other dangerous weapon as defined by Federal, State or local
22 law.

23 6. SEARCH: You shall submit your person, property, place of residence, vehicle, or
24 areas under your control to search including electronic surveillance or monitoring of your
25 location, at any time, with or without a search warrant or warrant of arrest, for evidence of a
26 crime or violation of probation by the Division of Parole and Probation or its agent. The
27 Defendant shall inform any other occupant of the premises where you reside or area under

1 your control, that the premises or area may be subject to a search pursuant to this condition.
2 As a condition of probation, you specifically consent that your Probation Officer or his or her
3 agent acting at your Probation Officer s direction, may search any laptop or desk top
4 computer, electronic communication device or other device capable of the electronic storage
5 of information for any information contained on the computer or electronic communication
6 or storage device, including but not limited to documents, photographs, text, other messages,
7 e-mails, phone or communication records and audio recordings.

8 7. ASSOCIATES: You must have prior approval by the Division of Parole and
9 Probation to associate with any person convicted of a felony, or any person on probation or
10 parole supervision. You shall not have any contact with persons confined in a correctional
11 institution unless specific written permission has been granted by the Division and the
12 correctional institution.

13 8. DIRECTIVES AND CONDUCT: You shall follow the directives of the Division of
14 Parole and Probation.

15 9. LAWS: You shall comply with all Municipal, County, State, and Federal laws and
16 ordinances.

17 10. OUT-OF-STATE TRAVEL: You shall not leave the state without first obtaining
18 written permission from the Division of Parole and Probation.

19 11. EMPLOYMENT/PROGRAM: You shall seek and maintain legal employment, or
20 maintain a vocational or educational program. All terminations of employment or program
21 shall be immediately reported to the Division. During any period of time which you are not
22 employed or participating in an approved program full time, the Division of Parole and
23 Probation may require you to participate in up to 60 hours of community service work each
24 month.

25 12. FINANCIAL OBLIGATION: You shall pay fees, fines, and restitution on a
26 schedule approved by the Division of Parole and Probation. Any excess monies paid will be
27 applied to any other outstanding fees, fines, and/or restitution, even if it is discovered after
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1 your discharge.

2 SPECIAL CONDITIONS:

3 1. Submit to an impulse control evaluation and complete any recommended care plan,
4 treatment or counseling program based on that evaluation.

5 2. Disclose this conviction to present and potential employers and to the Nevada State
6 Board of Medical Examiners.

7 3. Comply with an imposed curfew by Parole and Probation as deemed necessary.

8 4. Have no contact WHATSOEVER with the victim, Norla Hatch, or her family.

9 5. Pay a \$5,000 fine in monthly payments as determined by Parole and Probation
10 based on income verified by the Division.

11 6. Submit to genetic markers testing and pay a \$150.00 fee to the Clerk of the Court.

12 DATED this 7 day of November, 2018.

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DISTRICT JUDGE

vs

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ERIC JOHNSON

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1 of a Felony Relating to the Practice of Medicine. On January 29, 2019, Respondent filed an
2 Answer to the First Amended Complaint.

3 3. By reason of the foregoing, Respondent is subject to discipline by the Board as
4 provided in NRS 630.352.

5 4. Respondent was properly served with a copy of the First Amended Complaint, has
6 reviewed and understands the First Amended Complaint, and has had the opportunity to consult
7 with competent counsel concerning the nature and significance of the First Amended Complaint.

8 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
9 his opportunity to defend against the allegations in the First Amended Complaint. Specifically,
10 Respondent has certain rights in this administrative matter as set out by the United States Constitution,
11 the Nevada Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is
12 contained in NRS Chapter 241, and the Nevada Administrative Procedure Act (APA) applicable to
13 certain regulatory bodies, which is contained in NRS Chapters 233B and 622A. These rights include
14 the right to a formal hearing on the allegations in the First Amended Complaint, the right to
15 representation by counsel, at his own expense, in the preparation and presentation of his defense, the
16 right to confront and cross-examine the witnesses and evidence against him, the right to written
17 findings of fact, conclusions of law and order reflecting the final decision of the Board, and the right to
18 judicial review of the Board's order, if the decision is adverse to him.

19 6. Respondent understands that, under the Board's charge to protect the public by
20 regulating the practice of medicine, the Board may take disciplinary action against Respondent's
21 license, including license probation, license suspension, license revocation and imposition of
22 administrative fines, as well as any other reasonable requirement or limitation, if the Board
23 concludes that Respondent violated one or more provisions of the Medical Practice Act.

24 7. Respondent understands and agrees that this Agreement, by and between
25 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
26 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent
27 understands that the IC shall advocate for the Board's approval of this Agreement, but that the
28 Board has the right to decide in its own discretion whether or not to approve this Agreement.

1 Respondent further understands and agrees that if the Board approves this Agreement, then the
2 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

3 **B. Terms & Conditions**

4 **NOW, THEREFORE**, in order to resolve the matters addressed herein, i.e., the
5 matters with regard to the First Amended Complaint, Respondent and the IC hereby agree to the
6 following terms and conditions:

7 1. **Jurisdiction.** Respondent is, and at all times relevant to the First Amended
8 Complaint has been, a physician licensed to practice medicine in Nevada subject to the
9 jurisdiction of the Board as set forth in the Medical Practice Act.

10 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
11 Respondent acknowledges he is represented by counsel, and wishes to resolve the matters
12 addressed herein with counsel. Respondent agrees that if representation by counsel in this matter
13 materially changes prior to entering into this Agreement and for the duration of this Agreement,
14 that counsel for the IC will be timely notified of the material change. Respondent agrees that he
15 knowingly, willingly and intelligently enters into this Agreement after full consultation with and
16 the assistance of legal counsel.

17 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
18 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
19 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
20 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
21 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
22 may apply to him in connection with the administrative proceedings resulting from the First
23 Amended Complaint filed in this matter, including defense of the First Amended Complaint,
24 adjudication of the allegations set forth in the First Amended Complaint, and imposition of any
25 disciplinary actions or sanctions ordered by the Board. Respondent agrees to settle and resolve the
26 allegations of the First Amended Complaint as set out by this Agreement, without a hearing or any
27 further proceedings and without the right to judicial review.

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1 4. Acknowledgement of Reasonable Basis to Proceed. Respondent acknowledges
2 that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is
3 grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is
4 not admitting that the IC's claims/counts as alleged in the First Amended Complaint have merit.
5 Respondent is agreeing to resolve this matter to avoid the costs of a hearing and potential
6 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
7 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the First
8 Amended Complaint, but for the purposes of resolving the matter and for no other purpose,
9 Respondent waives the presentation of evidence, witnesses, expert witnesses, and defenses in
10 order to effectuate this Agreement.

11 5. Consent to Entry of Order. In order to resolve this First Amended Complaint
12 pending against Respondent, Respondent hereby agrees that the Board may issue an order finding
13 that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice
14 Act. Accordingly, the following terms and conditions are hereby agreed upon:

15 a. Respondent admits to the sole count of a Conviction of a Felony Relating to the
16 Practice of Medicine (a violation of NRS 630.301(1)) stemming from Respondent's criminal case
17 C-13-292772-1, District Court, Clark County, Nevada.

18 b. Respondent's license shall be subject to a term of probation (Probationary Period)
19 upon the Board's acceptance, adoption and approval of this Agreement for an indeterminate
20 period of time, not to exceed sixty (60) months. Respondent may petition the Board to lift the
21 probationary status and the conditions placed upon his license if or when he successfully
22 completes his probationary term for his underlying criminal conviction in case C-13-292772-1.

23 The following terms and conditions shall apply during Respondent's Probationary Period:

24 (1) Respondent must be supervised at all times during any and all interactions with
25 all female patients, with a formal monitoring agreement with approved and identified
26 monitors, throughout the entire Probationary Period or until further order of the Board.

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1 (2) Respondent shall successfully complete all requirements as established by the
2 Eighth Judicial District Court and the Nevada Division of Parole and Probation for his
3 underlying criminal conviction in case C-13-292772-1.

4 (3) Respondent agrees to abstain from the personal use or possession of controlled
5 substances and prescription drugs, unless such controlled substance or prescription drug is
6 lawfully prescribed to Respondent for a current bona fide illness or condition by a licensed
7 practitioner. Respondent shall abstain from the use of any and all other mood-altering
8 substances for any other purpose than the purpose for which the substance is intended.

9 (4) Respondent shall complete all terms and conditions of any criminal sanctions
10 incurred before or during the period of this Agreement, including probation or parole, and
11 if, or when, the Nevada Division of Parole and Probation terminates its probationary
12 period of Respondent, then Respondent can petition the Board for a termination of the
13 Board's Probationary Period. Respondent agrees that if he fails to complete his criminal
14 probation or is dishonorably discharged from criminal probation, the IC shall be authorized
15 to immediately suspend Respondent's license to practice medicine in Nevada pending an
16 Order to Show Cause Hearing, which will be duly noticed.

17 c. Respondent will pay the costs and expenses incurred in the investigation and
18 prosecution of this matter within sixty (60) days of the Board's acceptance, adoption and approval
19 of this Agreement, the current amount being \$426.71, not including any costs that may be
20 necessary to finalize this Agreement.

21 d. Respondent shall pay a fine of Two Thousand Five Hundred Dollars (\$2,500.00)
22 within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement.

23 e. Respondent shall complete eight (8) hours of continuing medical education (CME)
24 related to the subject matter of professional boundaries within six (6) months from the date of the
25 Board's acceptance, adoption and approval of this Agreement. The aforementioned eight (8) hours
26 of CME shall be in addition to any CME requirements that are regularly imposed upon Respondent
27 as a condition of licensure in the State of Nevada and shall be approved by the Board prior to their
28 completion.

1 f. This Agreement shall be reported to the appropriate entities and parties as required
2 by law, including, but not limited to, the National Practitioner Data Bank.

3 g. Respondent shall receive a Public Letter of Reprimand.

4 6. **Release From Liability.** In execution of this Agreement, Respondent understands
5 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
6 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
7 are immune from civil liability for any decision or action taken in good faith in response to
8 information acquired by the Board. NRS 630.364(2)(a). Respondent agrees to release the State of
9 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
10 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
11 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
12 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
13 any or all of the persons, government agencies or entities named in this paragraph arising out of,
14 or by reason of, this investigation, this Agreement, or the administration of the case referenced
15 herein.

16 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
17 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
18 resolution of this First Amended Complaint. In the course of seeking Board acceptance, approval
19 and adoption of this Agreement, counsel for the IC may communicate directly with the Board staff
20 and the adjudicating members of the Board.

21 Respondent acknowledges that such contacts and communications may be made or
22 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
23 meeting where this Agreement is discussed, and that such contacts and communications may
24 include, but may not be limited to, matters concerning this Agreement, the First Amended
25 Complaint and any and all information of every nature whatsoever related to this matter. The IC
26 and its counsel agree that Respondent may appear at the Board meeting where this Agreement is
27 discussed and, if requested, respond to any questions that may be addressed to the IC or the IC's
28 counsel.

1 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
2 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
3 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed.

4 9. Effect of Rejection of Agreement by Board. In the event the Board does not
5 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
6 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
7 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
8 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
9 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
10 this First Amended Complaint and from participating in disciplinary proceedings against
11 Respondent, including adjudication of this case; and (2) Respondent further agrees that he shall
12 not seek to disqualify any such member absent evidence of bad faith.

13 10. Binding Effect. If approved by the Board, Respondent understands that this
14 Agreement is a binding and enforceable contract upon Respondent and the Board.

15 11. Forum Selection Clause. The parties agree that in the event either party is
16 required to seek enforcement of this Agreement in district court, the parties consent to such
17 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
18 State of Nevada, Washoe County.

19 12. Attorneys' Fees and Costs. The parties agree that in the event an action is
20 commenced in district court to enforce any provision of this Agreement, the prevailing party shall
21 be entitled to recover reasonable attorneys' fees and costs.


22 13. Failure to Comply With Terms. Should Respondent fail to comply with any term
23 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
24 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
25 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
26 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
27 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
28 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

OFFICE OF THE GENERAL COUNSEL

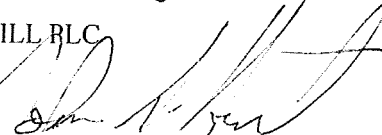
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada, 89521
(775) 688-2559

1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid
2 as a condition of this Agreement may subject Respondent to any civil and administrative
3 collection efforts available.

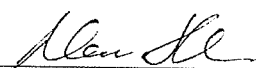
4 Dated this 28 day of June, 2019.

5
6 By: 
Donald K. White, Esq., Deputy General Counsel
7 Attorney for the Investigative Committee

8 Dated this 20th day of June, 2019.

9 CLARK HILL RLC
10
11 By: 
12 John A. Hunt, Esq.
Attorney for Respondent

13
14 Dated this 20th day of June, 2019.

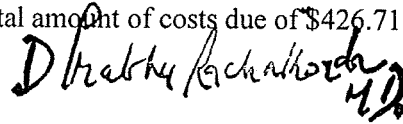
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17 Mane Sulaiman Shah, M.D., Respondent

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OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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IT IS HEREBY ORDERED that the foregoing Settlement Agreement (Case Numbers 18-33803-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 6th day of September 2019, with the final total amount of costs due of \$426.71.



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS