

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**

Case No. 22-5972-1

6 **Against:**

FILED

7 **KAREN FRANCES ARCOTTA, M.D.,**

FEB 14 2022

8 **Respondent.**

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

9
10 **COMPLAINT**

11 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Aaron Bart Fricke, J.D., General Counsel, and attorney for the IC, having a
13 reasonable basis to believe that Karen Frances Arcotta, M.D., (Respondent) violated the provisions
14 of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC)
15 Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's
16 charges and allegations as follows:

17 1. Respondent was at all times relevant to this Complaint a medical doctor holding an
18 active license to practice medicine in the State of Nevada (License No. 4896). Respondent was
19 originally licensed by the Board on July 9, 1983.

20 2. At all times relevant to this Complaint, Respondent was employed as a licensed
21 medical doctor at Western State Pain Institute ("Western"), at 3910 Pecos-McCleod Intersection,
22 Las Vegas, Nevada, 89121.

23 3. On or about April 8, 2020, at Western, Respondent did knowingly and intentionally
24 distribute a Schedule II controlled substance, Oxycodone, without a legitimate medical purpose
25 and outside the usual course of professional practice, in violation of Title 21, United States Code,
26 Sections 841(a)(1), (b)(1)(C), and Code of Federal Regulations, Section 1306.04.

27
28 ¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal
Complaint was authorized for filing, was composed of Board members Bret W. Frey, M.D., Chairman, Chowdury H.
Ahsan, M.D., Ph.D., FACC, and Col. Eric D. Wade, USAF (Ret.), Public Member.

1 4. On or about June 24, 2020, at Western, Respondent did knowingly and
2 intentionally distribute a Schedule II controlled substance, Oxycodone, without a legitimate
3 medical purpose and outside the usual course of professional practice, in violation of Title 21,
4 United States Code, Sections 841(a)(1) and (b)(1)(C), and Code of Federal Regulations,
5 Section 1306.04.

6 5. On April 21, 2021, Respondent surrendered her DEA Certificate of Registration
7 No. FA2275673 to the U.S. Drug Enforcement Administration by executing a DEA Form 104,
8 entitled "Surrender for Cause" (DEA Surrender for Cause).

9 6. On or about April 22, 2021, Nevada State Board of Pharmacy ("Pharmacy Board")
10 staff served Respondent with notice that her DEA Surrender for Cause of Registration
11 No. FA2275673 operated as an immediate suspension of her Nevada Pharmacy Board Certificate
12 of Registration Nos. CS20750 and PD00421 pursuant to NRS 639.2107.

13 7. On or about June 22, 2021, in the United States District Court, District of Nevada,
14 in Case No. 2:21-cr-00167-RFB-NJK, Respondent pled guilty to a two-count Criminal
15 Information, which charged Respondent with two counts of Distribution of a Controlled Substance
16 (Oxycodone), in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C) (Counts One and Two).

17 8. Pursuant to a Plea Agreement Under Fed. R. Crim. P. 11(c)(1)(A) and (B) filed on
18 or about June 22, 2021 (hereinafter, the "Plea Agreement"), a true and correct copy of which is
19 attached hereto as Exhibit 1 and incorporated herein by this reference, and pursuant to an
20 Arraignment & Plea proceeding held in the U.S. District Court for the State of Nevada, in
21 Criminal Case No. 2:21-cr-00167-RFB-NJK, entitled "U.S.A. v. Karen Arcotta." (hereinafter, the
22 "Federal Case"), Respondent knowingly and voluntarily pleaded guilty to two (2) counts of
23 Distribution of a Controlled Substance, in violation of 21 USC 841(a)(1) and (b)(1)(C),
24 respectively, as alleged in the Criminal Information filed in the Federal Case the same day.

25 9. Pursuant to 18 USC 3559(a)(3), violation of 21 USC 841(a)(1) and (b)(1)(C), as
26 alleged in Counts One and Two of the Criminal, constitute Class C felonies.

27 10. Pursuant to the Plea Agreement, Respondent admitted and declared under penalty
28 of perjury that the facts set forth below are true and correct:

1 a. On April 8, 2020, a confidential human source (“CHS-2”) conducted a
2 consensually monitored and recorded appointment with Respondent, who was then acting within
3 the course of her employment at Western. CHS 2 checked in at the front desk and paid five
4 hundred dollars (\$500.00) in cash to the receptionist. An unknown female employee took CHS-2
5 to an exam room where she explained that Western did not accept insurance. After about an hour,
6 Respondent walked in, asked some medical background questions, and learned from CHS-2 that
7 they were experiencing lower back and knee pain. Respondent then carried out some physical
8 exam procedures for about three (3) minutes. Respondent then asked if CHS-2 had received any
9 medical imaging and stated that an MRI would be needed. CHS-2 gave Respondent an x-ray of a
10 generic right knee that law enforcement had given CHS-2 prior to the appointment. The x-ray
11 showed no obvious indicators of degeneration or damage, only normal wear for a person of
12 CHS-2’s age and gender: the x-ray did not support the prescribing of an opioid drug to treat severe
13 pain. Respondent examined the x-ray, offered no assessment of what it showed, and explained
14 i) that new patients at Western typically received a two-week supply of opioid medication; ii) that
15 they then received two additional weeks of opioid medication, and iii) that they thereafter received
16 monthly opioid prescriptions. At the conclusion of the appointment, Respondent prescribed 60
17 tablets of Oxycodone 10mg, a Schedule II controlled substance, to CHS-2.

18 b. On June 24, 2020, another confidential human source (“CHS-1’) conducted
19 a consensually monitored and recorded appointment with Respondent, who was then acting within
20 the course of her employment at Western. CHS-1 was taken to an exam room, where an unknown
21 female employee asked why CHS-1 had not been to the clinic since January 2020. CHS-1 replied
22 that another employee had said, on their last visit, that they would not prescribe or help CHS-1
23 anymore. The female employee told CHS-1 that they would need to see a new practitioner at
24 Western, and that they may have to “start over” on pain medications. CHS-1 was thereafter seen
25 by Respondent, who confirmed that CHS-1 had not been to Western since January 2020.
26 Respondent asked: “So what have you done for the past five months that you haven’t been in
27 here?” CHS-1 said: “For pain meds? I had to find my own.” Respondent asked: “How did you
28 find your own, did you buy them on the street?” CHS-1 replied: “People, yeah ... just friends and

1 family and friends of friends or whatever.” Respondent stated: “I wouldn’t even know where to
2 begin to know how to find Oxycodone,” and asked if CHS-1 was able to buy enough for “four-a-
3 day.” CHS 1 said no. Respondent then noted that because CHS-1 was previously on Oxycodone
4 15mg while seeing another Western employee, the dosage could not be increased yet, but that it
5 would be increased next month. At the conclusion of the appointment, Respondent prescribed 120
6 tablets of Oxycodone 15mg, a Schedule II controlled substance, to CHS-1.

7 c. Respondent knowingly distributed Oxycodone, a Schedule II controlled
8 substance, on April 8, 2020, and June 24, 2020, outside the usual course of professional practice
9 and not for a legitimate medical purpose, each in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C).

10 d. During her employment at Western, Respondent, along with Frances
11 McCrary (an unlicensed non-physician and the sole owner of Western), and PA Gary Manley, a
12 physician assistant holding a license to practice medicine in the State of Nevada (License No.
13 PA1209), knowingly and intentionally conspired and agreed together and with each other, to
14 possess with intent to distribute, or to distribute, controlled substances, such distributions being
15 outside the usual course of professional practice and not for a legitimate medical purpose. In
16 furtherance of this conspiracy, Respondent, and her co-conspirators unlawfully distributed
17 Oxycodone to twenty (20) patients who lived outside Nevada in exchange for cash; distributed
18 Oxycodone to patients whom the co-conspirators knew were reselling the prescriptions to third
19 parties; and declined to dismiss from treatment certain patients who they knew to be reselling their
20 Western-prescribed controlled substances.

21 e. The total net weight of the Oxycodone that Respondent prescribed on
22 April 8, 2020, and June 24, 2020, is 2.4 grams. However, Respondent’s distributions at Western
23 involved between 10 KG and 20 KG of converted drug weight.

24 11. Pursuant to the Plea Agreement, Respondent also admitted that she is, in fact and
25 under the law, guilty of the crimes charged, and that she acknowledges that if she elected to go to
26 trial instead of pleading guilty, the United States could prove her guilt beyond a reasonable doubt.
27 Respondent further acknowledges that her admissions and declarations of fact set forth in the Plea
28 Agreement satisfy every element of the charged offenses.

1 Oxycodone, outside the usual course of his professional practice and not for a legitimate medical
2 purpose.

3 38. Respondent's conduct was unsafe and unprofessional.

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

6 **COUNT VII**

7 **NRS 630.301(9) - Disreputable Conduct**

8 40. All of the allegations in the above paragraphs are hereby incorporated by reference
9 as though fully set forth herein.

10 41. Conduct that brings the medical profession into disrepute is grounds for discipline
11 pursuant to NRS 630.301(9), including, without limitation, conduct that violates any provision of
12 a code of ethics adopted by the Board by regulation based on a national code of ethics.

13 42. As demonstrated by, but not limited to, the above-outlined facts, Respondent's
14 conduct on or about June 24, 2020, at Western, brings the medical profession into disrepute.

15 43. By reason of the foregoing, Respondent is subject to discipline by the Board as
16 provided in NRS 630.352.

17 **COUNT VIII**

18 **NRS 630.301(4) - Malpractice**

19 44. All of the allegations contained in the above paragraphs are hereby incorporated by
20 reference as though fully set forth herein.

21 45. NRS 630.301(4) provides that malpractice of a physician is grounds for initiating
22 disciplinary action against a licensee.

23 46. NAC 630.040 defines malpractice as "the failure of a physician, in treating a
24 patient, to use the reasonable care, skill, or knowledge ordinarily used under similar
25 circumstances."

26 47. As demonstrated by, but not limited to, the above-outlined facts, Respondent, on or
27 about June 24, 2020, at Western, failed to use the reasonable care, skill or knowledge ordinarily
28 used under similar circumstances when rendering medical services to patients.

1 5972-1, pursuant to NRS 630.326(1), based on a reasonable determination of the IC that the
2 health, safety and welfare of the public was at imminent risk of harm, and by repeated, knowing,
3 willful and criminal acts in violation of the Nevada Medical Practice Act, including malpractice,
4 violating state and federal laws pertaining to the proper prescription and distribution of controlled
5 substances, among other misconduct, Respondent has continually failed to exercise the skill and
6 diligence and use the methods ordinarily exercised under the same circumstances by physicians in
7 good standing practicing in her same specialty or field.

8 57. Respondent's conduct, considered in its entirety, is extraordinarily and persistently
9 unprofessional in character.

10 58. By reason of the foregoing, Respondent is subject to discipline by the Board as
11 provided in NRS 630.352.

12 **WHEREFORE**, the Investigative Committee prays:

13 1. That the Board give Respondent notice of the charges herein against her and give
14 her notice that she may file an answer to the Complaint herein as set forth in
15 NRS 630.339(2) within twenty (20) days of service of the Complaint;

16 2. That the Board set a time and place for a formal hearing after holding an Early
17 Case Conference pursuant to NRS 630.339(3);

18 3. That the Board determine what sanctions to impose if it determines there has been
19 a violation or violations of the Medical Practice Act committed by Respondent;

20 4. That the Board award fees and costs for the investigation and prosecution of this
21 case as outlined in NRS 622.400;

22 5. That the Board make, issue and serve on Respondent its findings of fact,
23 conclusions of law and order, in writing, that includes the sanctions imposed; and

24 ///

25 ///

26 ///

27 ///

28 ///

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. That the Board take such other and further action as may be just and proper in these premises.

DATED this 14th day of February, 2022.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



AARON BART FRICKE, J.D.
General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (702) 486-3813
Email: africke@medboard.nv.gov
Attorney for the Investigative Committee

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

Bret W. Frey, M.D., having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 19 day of February, 2022.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 

BRET W. FREY, M.D.
Chairman of the Investigative Committee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


CERTIFICATE OF SERVICE

I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 14th day of February, 2022, I served a file-stamped copy of the foregoing **COMPLAINT**, via USPS Certified Mail, with courtesy copy by email to the following parties:

KAREN FRANCES ARCOTTA, M.D.
1595 Bamboo Bay Dr.
Hendersons, NV 89012
Certified Reciept No.: 9171 9690 0935 0252 5656 68
Respondent

MACE J. YAMPOLSKY, ESQ.
Yampolsky & Margolis, Attorneys at law
625 S. Sixth Street
Las Vegas, NV 89101
Certified Reciept No.: 3171 9690 0935 0252 5656 51
Attorney for Respondent

DATED this 14th day of February, 2022.



MERCEDES FUENTES
Legal Assistant
Nevada State Board of Medical Examiners

EXHIBIT 1

EXHIBIT 1

<input type="checkbox"/> FILED	<input type="checkbox"/> RECEIVED
<input type="checkbox"/> ENTERED	<input type="checkbox"/> SERVED ON
COUNSEL/PARTIES OF RECORD	
<p style="font-size: 1.2em; margin: 0;">JUN 22, 2021</p>	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY

1 CHRISTOPHER CHIOU
 Acting United States Attorney
 Nevada Bar No. 14853
 2 PETER S. LEVITT
 Assistant United States Attorney
 3 501 Las Vegas Boulevard South, Suite 1100
 Las Vegas, Nevada 89101
 4 Tel: (702) 388-6336
 5 Fax: (702) 388-6418
 peter.s.levitt@usdoj.gov
 6 *Attorneys for the United States*

7 UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEVADA

8 UNITED STATES OF AMERICA,
 9 Plaintiff,
 10 v.
 11 KAREN ARCOTTA,
 12 Defendant.

No. 2:21-cr-00167-RFB-NJK
**Plea Agreement for Defendant
 Karen Arcotta Pursuant to Fed. R. Crim. P.
 11(c)(1)(A) and (B)**

14 This plea agreement between Karen Arcotta ("defendant") and the United States
 15 Attorney's Office for the District of Nevada (the "USAO") sets forth the parties' agreement
 16 regarding the criminal charges referenced herein and the applicable sentences, and fines, in the
 17 above-captioned case. This agreement binds only defendant and the USAO and does not bind
 18 the district court, the U.S. Probation Office, or any other federal, state, local, or foreign
 19 prosecuting, enforcement, administrative, or regulatory authorities. This agreement does not
 20 prohibit the USAO or any agency or third party from seeking any other civil or administrative
 21 remedies, directly or indirectly against defendant or defendant's property.

22 This agreement becomes effective upon signature by defendant, defendant's counsel, and
 23 an Assistant United States Attorney.

24

1 I. DEFENDANT'S OBLIGATIONS

2 1. Defendant agrees to:

3 a. At the earliest opportunity requested by the USAO and provided by the
4 district court, appear and plead guilty to a two-count Criminal Information in the form attached
5 to this agreement as Exhibit A, or a substantially similar form, which charges defendant with
6 Distribution of a Controlled Substance (Oxycodone), in violation of 21 U.S.C. §§ 841(a)(1),
7 (b)(1)(C) (Counts 1-2);

8 b. Stipulate to the facts agreed to in this agreement;

9 c. Abide by all agreements regarding sentencing contained in this agreement;

10 d. Not seek to withdraw defendant's guilty pleas once they are entered;

11 e. Appear for all court appearances, surrender as ordered for service of
12 sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;

13 f. Not commit any federal, state, or local crime;

14 g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices
15 and the Court;

16 h. Before and after sentencing, upon request by the Court, the USAO, or the
17 Probation Office, provide accurate and complete financial information, submit sworn
18 statements, and/or give depositions under oath concerning defendant's assets and defendant's
19 ability to pay. As part of the required disclosure, defendant agrees to provide any and all
20 financial information and authorizations requested by the Probation Office for preparation of the
21 Presentence Report. Defendant further agrees that, upon filing of this agreement, the USAO is
22 authorized to obtain defendant's credit report. Defendant will also complete a financial form
23 provided by the USAO, to include all supporting documentation, and return it to the USAO
24 within three (3) weeks from entry of the plea. Defendant agrees that the district court may enter

1 any order necessary to effectuate or facilitate disclosure of defendant's financial information; and

2 i. To facilitate payment of any fine or assessment obtained directly or
3 indirectly as a result of defendant's crimes. Defendant agrees to voluntarily release funds and
4 property under defendant's control or in which defendant has any property interest, before and
5 after sentencing, to pay any fine identified in this agreement, agreed to by the parties, or ordered
6 by the Court.

7 **II. THE USAO'S OBLIGATIONS**

8 2. The USAO agrees to:

9 a. Stipulate to facts agreed to in this agreement;
10 b. Abide by all agreements regarding sentencing contained in this agreement;
11 c. At sentencing, provided that defendant demonstrates an acceptance of
12 responsibility for the offenses up to and including the time of sentencing, recommend a two-level
13 reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1, and
14 move for an additional one-level reduction if available under that section;

15 d. At sentencing, move to dismiss the remaining counts of the indictment as
16 against defendant. Defendant agrees, however, that the district court may consider any dismissed
17 charges in determining the applicable sentencing guidelines range, the propriety and extent of
18 any departure from that range, and the sentence to be imposed; and

19 e. Not bring any additional charges against defendant arising out of the
20 investigation in the District of Nevada which culminated in this agreement and based on
21 conduct known to the USAO. However, the USAO reserves the right to prosecute defendant for
22 (a) any crime of violence as defined by 18 U.S.C. § 16; and (b) any criminal tax violations
23 (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371). Defendant
24 agrees that the district court at sentencing may consider any uncharged conduct in determining

1 the applicable sentencing guidelines range, the propriety and extent of any departure from that
2 range, and the sentence to be imposed after consideration of the sentencing guidelines and all
3 other relevant factors under 18 U.S.C. § 3553(a).

4 III. ELEMENTS OF THE OFFENSES

5 3. Counts 1-2: The elements of Distribution of a Controlled Substance under 21
6 U.S.C. §§ 841(a)(1), (b)(1)(C) are as follows:

7 First: The defendant knowingly distributed oxycodone, a schedule II controlled
8 substance;

9 Second: The defendant knew that it was oxycodone, or some other federally
10 controlled substance; and

11 Third: The defendant distributed the controlled substance outside the usual course
12 of professional practice and not for a legitimate medical purpose.

13 *See Ninth Circuit Model Criminal Jury Instruction 9.18 (2010 ed.).*

14 IV. CONSEQUENCES OF CONVICTION

15 4. Maximum Statutory Penalties:

16 a. Defendant understands that the statutory maximum sentence the district
17 court can impose for each violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C), as charged in Counts 1
18 and 2 is: 20 years imprisonment; a five-year period of supervised release; a fine of \$1,000,000;
19 and a mandatory special assessment of \$100 per count.

20 b. Defendant understands, therefore, that the total maximum sentence for all
21 offenses to which defendant is pleading guilty is: 40 years imprisonment; a ten-year period of
22 supervised release; a fine of \$2,000,000; and a mandatory special assessment of \$200.

23 5. Parole Abolished: Defendant acknowledges that defendant's prison sentence
24 cannot be shortened by early release on parole because parole has been abolished.

1 6. Supervised Release: Defendant understands that supervised release is a period of
2 time following imprisonment during which defendant will be subject to various restrictions and
3 requirements. Defendant understands that if defendant violates one or more of the conditions of
4 any supervised release imposed, defendant may be returned to prison for all or part of the term of
5 supervised release authorized by statute for the offenses that resulted in the term of supervised
6 release, which could result in defendant serving a total term of imprisonment greater than the
7 statutory maximum stated above.

8 7. Factors under 18 U.S.C. § 3553: Defendant understands that the district court
9 must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.
10 However, the statutory maximum sentence limit the district court's discretion in determining
11 defendant's sentence.

12 8. Potential Collateral Consequences of Conviction: Defendant understands that, by
13 pleading guilty, defendant may be giving up valuable government benefits and valuable civic
14 rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the
15 right to serve on a jury. Defendant understands that once the district court accepts defendant's
16 guilty pleas, it will be a federal felony for defendant to possess a firearm or ammunition.
17 Defendant understands that the conviction in this case may also subject defendant to various
18 other collateral consequences, including but not limited to revocation of probation, parole, or
19 supervised release in another case and suspension or revocation of a professional license.
20 Defendant understands that unanticipated collateral consequences will not serve as grounds to
21 withdraw defendant's guilty pleas.

22 9. Potential Removal/Deportation Consequences of Conviction: Defendant
23 understands that, if defendant is not a United States citizen, the felony conviction in this case
24 may subject defendant to removal, also known as deportation, which may, under some

1 circumstances, be mandatory; denial of citizenship; and denial of admission to the United States
2 in the future. The district court cannot advise defendant fully regarding the immigration
3 consequences of the felony conviction in this case, but defendant's attorney has advised him
4 about the deportation risks of his guilty plea. Defendant understands that unexpected
5 immigration consequences will not serve as grounds to withdraw defendant's guilty pleas.

6 V. FACTUAL BASIS

7 10. Defendant admits that defendant is, in fact, guilty of the offenses to which
8 defendant is agreeing to plead guilty. Defendant acknowledges that if defendant elected to go to
9 trial instead of pleading guilty, the USAO could prove defendant's guilt beyond a reasonable
10 doubt. Defendant further acknowledges that defendant's admissions and declarations of fact set
11 forth below satisfy every element of the charged offenses. Defendant waives any potential future
12 claim that the facts defendant admitted below are insufficient to satisfy the elements of the
13 charged offenses. Defendant admits and declares under penalty of perjury that the facts set forth
14 below are true and correct:

15 a. In 2020, defendant was employed as a licensed medical doctor at Western
16 State Pain Institute ("Western"), at 3910 Pecos-McCleod Intersection, Suite D100, Las Vegas,
17 Nevada, 89121. Defendant is a licensed medical doctor in the State of Nevada: Nevada Medical
18 License #4896; National Provider Identifier #1649269986; DEA License # FA2275673.

19 b. On April 8, 2020, a confidential human source ("CHS 2"), conducted a
20 consensually monitored and recorded appointment with defendant, who was then acting within
21 the course of her employment at Western. CHS 2, pretending to be a patient, checked in at the
22 front desk and paid \$500 in cash to the receptionist. An unknown female employee took CHS 2
23 to an exam room where she explained that Western did not accept insurance. After about an
24 hour, defendant walked in, asked some medical background questions, and learned from CHS 2

1 that they were experiencing lower back and knee pain. Defendant then carried out some physical
2 exam procedures for about three minutes. Defendant then asked if CHS 2 had received any
3 medical imaging and stated that an MRI would be needed. CHS 2 gave defendant an x-ray of a
4 generic right knee that law enforcement had given CHS 2 prior to the appointment. The x-ray
5 showed no obvious indicators of degeneration or damage, only normal wear for a person of CHS
6 2's age and gender: the x-ray did not support the prescribing of an opioid drug to treat severe
7 pain. Defendant examined the x-ray, offered no assessment of what it showed, and explained i)
8 that new patients at Western typically received a two-week supply of opioid medication; ii) that
9 they then received two additional weeks of opioid medication, and iii) that they thereafter
10 received monthly opioid prescriptions. At the conclusion of the appointment, defendant
11 prescribed 60 tablets of Oxycodone 10mg, a Schedule II controlled substance, to CHS 2.

12 c. On June 24, 2020, another confidential human source ("CHS 1")
13 conducted a consensually monitored and recorded appointment with defendant, who was then
14 acting within the course of her employment at Western. CHS 1, pretending to be a patient, was
15 taken to an exam room, where an unknown female employee asked why CHS 1 had not been to
16 the clinic since January 2020. CHS 1 replied that another employee had said, on their last visit,
17 that they would not prescribe or help CHS 1 anymore. The female employee told CHS 1 that
18 they would need to see a new practitioner at Western, and that they may have to "start over" on
19 pain medications. CHS 1 was thereafter seen by defendant, who confirmed that CHS 1 had not
20 been to Western since January 2020. Defendant asked: "So what have you done for the past five
21 months that you haven't been in here?" CHS 1 said: "For pain meds? I had to find my own."
22 Defendant asked: "How did you find your own, did you buy them on the street?" CHS 1 replied:
23 "People, yeah . . . just friends and family and friends of friends or whatever." Defendant stated:
24 "I wouldn't even know where to begin to know how to find Oxycodone," and asked if CHS 1

1 was able to buy enough for "four-a-day." CHS 1 said no. Defendant then noted that because
2 CHS 1 was previously on Oxycodone 15mg while seeing another Western employee, the dosage
3 could not be increased yet, but that it would be increased next month. At the conclusion of the
4 appointment, defendant prescribed 120 tablets of Oxycodone 15mg, a Schedule II controlled
5 substance, to CHS 1.

6 d. The total net weight of the Oxycodone that defendant prescribed on April
7 8, 2020, and June 24, 2020 is 2.4 grams.¹

8 e. Defendant admits engaging in the following actions: (i) she knowingly
9 distributed Oxycodone, a schedule II controlled substance, on April 8, 2020 and June 24, 2020;
10 (ii) she knew that it was Oxycodone, or some other federally controlled substance; and (iii) she
11 distributed Oxycodone on these two occasions outside the usual course of professional practice
12 and not for a legitimate medical purpose, each in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C).

13 f. Defendant admits that, during her employment at Western, she, Frances
14 McCrary (an unlicensed non-physician and the sole owner of Western), and Gary Manley (a
15 DEA-licensed physician's assistant at Western), knowingly and intentionally conspired and
16 agreed together and with each other, to possess with intent to distribute, or to distribute,
17 controlled substances, such distributions being outside the usual course of professional practice
18 and not for a legitimate medical purpose. Defendant admits that, in furtherance of this
19 conspiracy, the co-conspirators (among other things) unlawfully distributed Oxycodone to
20 patients who lived outside Nevada in exchange for cash; distributed Oxycodone to patients
21 whom the co-conspirators knew were reselling the prescriptions to third-parties; and declined to
22 dismiss from treatment certain patients who they knew to be reselling their Western-prescribed
23

24 ¹ Defendant admits that her distributions involved between 10 KG and 20 KG of converted drug weight.

1 controlled substances. Defendant further admits that her unlawful distributions of Oxycodone as
2 charged in Counts One and Two of the Criminal Information (see ¶10(b)-(c), above), were made
3 in furtherance of this conspiracy.

4 g. All of the foregoing events occurred in the State and Federal District of
5 Nevada.

6 VI. SENTENCING FACTORS

7 11. Discretionary Nature of Sentencing Guidelines: Defendant understands that in
8 determining defendant's sentence, the district court is required to calculate the applicable
9 sentencing guidelines range and to consider that range, possible departures under the sentencing
10 guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant
11 understands that the sentencing guidelines are advisory only, that defendant cannot have any
12 expectation of receiving a sentence within the calculated sentencing guidelines range, and that
13 after considering the sentencing guidelines and the other § 3553(a) factors, the district court will
14 be free to exercise its discretion to impose any sentence it finds appropriate.

15 12. Offense Level Calculations: The parties jointly agree and stipulate that, in
16 calculating defendant's advisory guidelines sentencing range, the Court should use the following
17 base offense level and adjustments; acknowledge that these stipulations do not bind the district
18 court; and agree that they will not seek to apply or advocate for the use of any other base offense
19 levels or any other specific offense characteristics, enhancements, or reductions in calculating the
20 advisory guidelines range:

21 Base Offense Level [USSG § 2D1.1(c)(13)]: 14

22 Adjusted Offense Level: 14

23 13. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the USAO
24 will recommend that defendant receive a two-level downward adjustment for acceptance of

1 responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the
 2 guilty pleas when defendant enters the pleas; (b) provides false or misleading information to the
 3 USAO, the Court, Pretrial Services, or the Probation Office; (c) denies involvement in the
 4 offenses or provides conflicting statements regarding defendant's involvement or falsely denies or
 5 frivolously contests conduct relevant to the offenses; (d) attempts to withdraw any of defendant's
 6 guilty pleas; (e) commits or attempts to commit any crime; (f) fails to appear in court; or (g)
 7 violates the conditions of pretrial release.

8 Under USSG § 3E1.1(b), if the district court determines that defendant's total offense
 9 level before operation of § 3E1.1(a) is 16 or higher, and if the USAO recommends a two-level
 10 downward adjustment pursuant to the preceding paragraph, the USAO will move for an
 11 additional one-level downward adjustment for acceptance of responsibility before sentencing
 12 because defendant communicated defendant's decision to plead guilty in a timely manner that
 13 enabled the USAO to avoid preparing for trial and to efficiently allocate its resources.

14 14. Criminal History Category. Defendant acknowledges that the district court may
 15 base defendant's sentence in part on defendant's criminal record or criminal history. The district
 16 court will determine defendant's criminal history category under the sentencing guidelines.

17 15. Additional Sentencing Information: The stipulated sentencing guidelines
 18 calculations are based on information now known to the parties. Defendant understands that
 19 both defendant and the USAO are free to (a) supplement the facts in this agreement by supplying
 20 relevant information to the U.S. Probation and Pretrial Services Offices and the district court
 21 regarding the nature, scope, and extent of defendant's criminal conduct and any aggravating or
 22 mitigating facts or circumstances; and (b) correct any and all factual misstatements relating to the
 23 district court's sentencing guidelines calculations and determination of sentence. While this
 24 paragraph permits both the USAO and defendant to submit full and complete factual

1 information to the U.S. Probation and Pretrial Services Offices and the district court, even if that
2 factual information may be viewed as inconsistent with the facts agreed to in this agreement, this
3 paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed
4 to in this agreement. Good faith efforts to provide truthful information or to correct factual
5 misstatements shall not be grounds for defendant to withdraw defendant's guilty pleas.

6 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing
7 guidelines differently and may rely on additional information it obtains through its investigation.
8 Defendant also acknowledges that the district court may rely on this and other additional
9 information as it calculates the sentencing guidelines range and makes other sentencing
10 determinations, and the district court's reliance on such information shall not be grounds for
11 defendant to withdraw defendant's guilty pleas.

12 VII. POSITIONS REGARDING SENTENCING

13 16. The USAO will recommend that each of the defendant's counts of conviction run
14 concurrently to each other. The USAO will further recommend that the district court sentence
15 defendant at the low end of the advisory guideline range as determined by the district court.
16 Defendant may argue for a downward variance pursuant to 18 U.S.C. § 3553(a), including a
17 non-custodial sentence.

18 17. Defendant acknowledges that the district court does not have to follow the
19 recommendation of either party.

20 18. Notwithstanding its agreement to recommend a sentence as described above, the
21 USAO reserves its right to defend any lawfully imposed sentence on appeal or in any post-
22 conviction litigation.

23 19. If defendant commits any act that results in the Court finding that defendant is
24 not entitled to a downward adjustment for acceptance of responsibility, the USAO is entitled to

1 argue for any sentence it deems appropriate under 18 U.S.C. § 3553(a). In any such event,
2 Defendant remains bound by the provisions of this agreement and shall not have the right to
3 withdraw defendant's guilty pleas.

4 VIII. WAIVER OF CONSTITUTIONAL RIGHTS

5 20. Defendant understands that by pleading guilty, defendant gives up the following
6 rights:

- 7 a. The right to persist in a plea of not guilty;
- 8 b. The right to a speedy and public trial by jury;
- 9 c. The right to be represented by counsel—and if necessary have the court
10 appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to
11 be represented by counsel—and if necessary have the court appoint counsel—at every other stage
12 of the proceeding;
- 13 d. The right to be presumed innocent and to have the burden of proof placed
14 on the USAO to prove defendant guilty beyond a reasonable doubt;
- 15 e. The right to confront and cross-examine witnesses against defendant;
- 16 f. The right to testify and to present evidence in opposition to the charges,
17 including the right to compel the attendance of witnesses to testify;
- 18 g. The right not to be compelled to testify, and, if defendant chose not to
19 testify or present evidence, to have that choice not be used against defendant; and
- 20 h. The right to pursue any affirmative defenses, Fourth Amendment or Fifth
21 Amendment claims, and any other pretrial motions that have been filed or could be filed.

22 IX. WAIVER OF APPELLATE RIGHTS

23 21. Waiver of Appellate Rights. Defendant knowingly and expressly waives: (a) the
24 right to appeal any sentence imposed within or below the applicable Sentencing Guideline range

1 as determined by the district court; (b) the right to appeal the manner in which the district court
2 determined that sentence on the grounds set forth in 18 U.S.C. § 3742; and (c) subject solely to
3 the exceptions listed in the next paragraph, the right to appeal any other aspect of the conviction,
4 including but not limited to the constitutionality of the statutes of conviction; and any other
5 aspect of the sentence.

6 22. Defendant reserves only the right to appeal any portion of the sentence that is an
7 upward departure or variance from the applicable Sentencing Guideline range as determined by
8 the district court.

9 23. Waiver of Post-Conviction Rights. Defendant also knowingly and expressly
10 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's
11 conviction, sentence, and the procedure by which the district court adjudicated guilt and
12 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

13 24. Preservation of Evidence: Defendant acknowledges that the USAO and the
14 agencies investigating this case are not obligated or required to preserve any evidence obtained in
15 the investigation of this case.

16 **X. RESULT OF WITHDRAWAL OF GUILTY PLEAS**
17 **OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTIONS**

18 25. Consequence of withdrawal of guilty pleas: Defendant agrees that if, after entering
19 guilty pleas pursuant to this agreement, defendant seeks to withdraw and succeeds in
20 withdrawing defendant's guilty pleas on any basis other than a claim and finding that entry into
21 this agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under
22 this agreement, (b) should the USAO choose to pursue any charge that was either dismissed or
23 not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled
24 between the date of defendant's signing of this agreement and the filing commencing any such
action; and (ii) defendant waives and gives up all defenses based on the statute of limitations,

1 any claim of pre-indictment delay, or any speedy trial claim with respect to any such action,
2 except to the extent that such defenses existed as of the date of defendant's signing this
3 agreement.

4 26. Consequence of vacatur, reversal, or set-aside: Defendant agrees that if any count
5 of conviction is vacated, reversed, or set aside, the USAO may: (a) ask the district court to
6 resentence defendant on any remaining counts of conviction, with both the USAO and
7 defendant being released from any stipulations regarding sentencing contained in this agreement;
8 (b) ask the district court to void the entire plea agreement and vacate defendant's guilty pleas on
9 any remaining counts of conviction, with both the USAO and defendant being released from all
10 their obligations under this agreement; or (c) leave defendant's remaining convictions, sentence,
11 and plea agreement intact. Defendant agrees that the choice among these three options rests in
12 the exclusive discretion of the USAO, and that, should the USAO choose to pursue any charge
13 that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute
14 of limitations will be tolled between the date of defendant's signing of this agreement and the
15 filing commencing any such action; and (ii) defendant waives and gives up all defenses based on
16 the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with
17 respect to any such action, except to the extent that such defenses existed as of the date of
18 defendant's signing this agreement.

19 XII. BREACH OF AGREEMENT

20 27. Defendant agrees that if, at any time after this agreement becomes effective,
21 defendant knowingly violates or fails to perform any of defendant's obligations under this
22 agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's
23 obligations are material, a single breach of this agreement is sufficient for the USAO to declare a
24 breach, and defendant shall not be deemed to have cured a breach without the express agreement

1 of the USAO in writing. If the USAO declares this agreement breached, and the district court
2 finds such a breach to have occurred, then: (a) if defendant has previously entered guilty pleas
3 pursuant to this agreement, defendant will remain bound by the provisions of this agreement and
4 will not be able to withdraw the guilty pleas, and (b) the USAO will be relieved of all its
5 obligations under this agreement.

6 **XIII. COURT AND UNITED STATES PROBATION**
7 **AND PRETRIAL SERVICES OFFICE NOT PARTIES.**

8 28. Defendant understands that the Court and the U.S. Probation and Pretrial
9 Services Office are not parties to this agreement and need not accept any of the USAO's
10 sentencing recommendations or the parties' agreements to facts or sentencing factors.

11 29. Defendant understands that both defendant and the USAO are free to argue on
12 appeal and collateral review that the district court's sentencing guidelines calculations and the
13 sentence it chooses to impose are not error.

14 30. Defendant understands that even if the district court ignores any sentencing
15 recommendation, finds facts or reaches conclusions different from those agreed to by the parties,
16 or imposes any sentence up to the maximum established by statute, defendant cannot, for that
17 reason, withdraw defendant's guilty pleas, and defendant will remain bound to fulfill all
18 defendant's obligations under this agreement. Defendant understands that no one—not the
19 prosecutor, defendant's attorney, or the Court—can make a binding prediction or promise
20 regarding the sentence defendant will receive, except that it will be within the statutory
21 maximum.

22 **XIV. ADDITIONAL ACKNOWLEDGMENTS**

23 31. The Defendant acknowledges that:

24 a. Defendant read this agreement and defendant understands its terms and
conditions.

1 b. Defendant had adequate time to discuss this case, the evidence, and this
2 agreement with defendant's attorney.

3 c. Defendant carefully and thoroughly discussed all terms of this agreement
4 with defendant's attorney.

5 d. Defendant understands the terms of this agreement and voluntarily agrees
6 to those terms.

7 e. Defendant has discussed with defendant's attorney the following: the
8 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that
9 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. 3553(a);
10 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

11 f. The representations contained in this agreement are true and correct,
12 including the factual basis for defendant's offenses set forth in this agreement.

13 g. Defendant was not under the influence of any alcohol, drug, or medicine
14 that would impair defendant's ability to understand the agreement when defendant considered
15 signing this agreement and when defendant signed it.

16 32. Defendant understands that defendant alone decides whether to plead guilty or go
17 to trial, and acknowledges that defendant has decided to enter defendant's guilty pleas knowing
18 of the charges brought against defendant, defendant's possible defenses, and the benefits and
19 possible detriments of proceeding to trial.

20 33. Defendant understands that no promises, understandings, or agreements other
21 than those set forth in this agreement have been made or implied by defendant, defendant's
22 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any
23 force or effect unless set forth in writing and signed by all parties or confirmed on the record
24 before the district court.

1 34. Defendant acknowledges that defendant decided to plead guilty voluntarily and
2 that no one threatened, coerced, or forced defendant to enter into this agreement.

3 35. Defendant is satisfied with the representation of defendant's attorney, and
4 defendant is pleading guilty because defendant is guilty of the charges and chooses to take
5 advantage of the promises set forth in this agreement and for no other reason.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

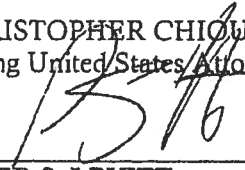
XV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

36. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE DISTRICT OF NEVADA

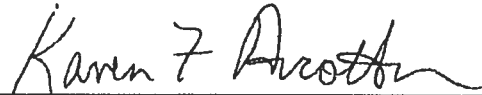
CHRISTOPHER CHIOU
Acting United States Attorney



6/9/21

PETER S. LEVITT
Assistant United States Attorney

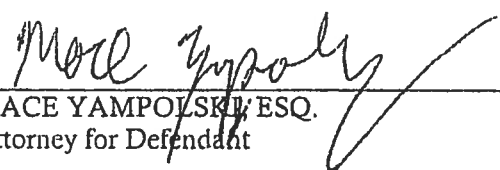
Date



KAREN ARCOTTA
Defendant

6/9/2021

Date



MACE YAMPOLSKI, ESQ.
Attorney for Defendant

6/9/2021

Date

FILED ENTERED	RECEIVED SERVED ON
COUNSEL/PARTIES OF RECORD	
JUN 22, 2021	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

AO 455 (Rev. 01/09) Waiver of an Indictment

UNITED STATES DISTRICT COURT

for the
District of Nevada

United States of America

v.

KAREN ARCOTTA, M.D.

Defendant

)
)
)
)
)

Case No. 2:21-cr-00167-RFB-NJK

WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: 6/22/2021

See attached

Defendant's signature

See attached

Signature of defendant's attorney

Mace Yampolsky

Printed name of defendant's attorney



Judge's signature

RICHARD F. BOULWARE, II U.S. District Judge

Judge's printed name and title

U.S. District Court for the District of Nevada

UNITED STATES DISTRICT COURT

for the
District of Nevada

United States of America)	Case No.
v.)	
KAREN ARCOTTA, M.D.)	
Defendant)	

WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: 6-14-21

Karen F. Arcotta
 Defendant's signature

Marek Mysolowski
 Signature of Defendant's attorney

Marek Mysolowski
 Printed name of Defendant's attorney

 Judge's signature

 Judge's printed name and title

COUNSEL/PARTIES OF RECORD
JUN 22, 2021

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT

BY: INFORMATION INDICTMENT COMPLAINT

Matter Sealed: Juvenile Other than Juvenile
 Pre-Indictment Plea Superseding Defendant Added
 Indictment Charges/Counts Added
 ...formation

Name of District Court, and/or Judge/Magistrate Location (City)
 UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA Divisional Office

Name and Office of Person Furnishing Information on THIS FORM: Peter S. Levitt
 U.S. Atty Other U.S. Agency
 Phone No. (702) 388-6531
 Name of Asst. U.S. Attorney (If assigned): Peter S. Levitt

PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)
 person is awaiting trial in another Federal or State Court (give name of court)
 this person/proceeding transferred from another district per (circle one) FRCrP 20, 21 or 40. Show District
 this is a reprosecution of charges previously dismissed which were dismissed on motion of:
 U.S. Atty Defense
 this prosecution relates to a pending case involving this same defendant. (Notice of Related Case must still be filed with the Clerk.)
 prior proceedings or appearance(s) before U.S. Magistrate Judge regarding this defendant were recorded under
 SHOW DOCKET NO.
 MAG. JUDGE CASE NO.
 Place of offense _____ County _____

CASE NO. 2:21-cr-00167-RFB-NJK
 USA vs. _____
 BY: _____ DEPUTY

Defendant: KAREN ARCOTTA, M.D.
 Address: _____

Interpreter Required Dialect: _____
 Birth Date _____ Male Alien
 Female (if applicable)

Social Security Number _____

DEFENDANT

Issue: Warrant Summons
 Location Status:
 Arrest Date _____ or Date Transferred to Federal Custody _____
 Currently in Federal Custody
 Currently in State Custody
 Writ Required
 Currently on bond
 Fugitive
 Defense Counsel (if any): Mace Yampolsky
 FPD CJA RET'D
 Appointed on Target Letter

This report amends AO 257 previously submitted

OFFENSE CHARGED - U.S.C. CITATION - STATUTORY MAXIMUM PENALTIES - ADDITIONAL INFORMATION OR COMMENTS

Total # of Counts 2

Set	Title & Section/Offense Level (Petty = 1 / Misdemeanor = 3 / Felony = 4)	Description of Offense Charged	Felony/Misd.
4	21 U.S.C. §§ 841(a), (b)(1)(C)	Distribution of Controlled Substances-Schedule II	<input checked="" type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor
			<input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor
			<input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor
			<input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor
			<input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor

UNITED STATES DISTRICT COURT

for the
District of Nevada

United States of America

v.

KAREN ARCOTTA

Defendant

Case No. 2:21-cr-00167-RFB-NJK

ORDER SETTING CONDITIONS OF RELEASE

IT IS ORDERED that the defendant's release is subject to these conditions:

- (1) The defendant must not violate federal, state, or local law while on release.
(2) The defendant must cooperate in the collection of a DNA sample if it is authorized by 34 U.S.C. § 40702.
(3) The defendant must advise the court or the pretrial services office or supervising officer in writing before making any change of residence or telephone number.
(4) The defendant must appear in court as required and, if convicted, must surrender as directed to serve a sentence that the court may impose.

The defendant must appear at: as Ordered.

Place

on

Date and Time

If blank, defendant will be notified of next appearance.

- (5) The defendant must sign an Appearance Bond, if ordered.

ADDITIONAL CONDITIONS OF RELEASE

Upon finding that release by one of the above methods will not by itself reasonably assure the defendant's appearance and the safety of other persons or the community, IT IS FURTHER ORDERED that the defendant's release is subject to the conditions marked below:

SUPERVISION

() (6) The defendant is placed in the custody of: _____
Person or organization

Address (only if above is an organization) _____

City and State _____

Tel. No. _____
(only if above is an organization)

who agrees (a) to supervise the defendant in accordance with all of the conditions of release, (b) to use every effort to assure the defendant's appearance at all scheduled court proceedings and (c) to notify the court immediately if the defendant violates any condition of release or disappears.

Signed: _____ Date _____
Custodian or Proxy

(✓) (7) The defendant shall report to: (✓) U.S. Pretrial Services Office (✓) Las Vegas 702-464-5630 () Reno 775-686-5964
no later than: _____ () U.S. Probation Office () Las Vegas 702-527-7300 () Reno 775-686-5980

() (8) The defendant is released on the conditions previously imposed.

BOND

() (9) The defendant shall execute a bond or an agreement to forfeit upon failing to appear as required the following sum of money or designated property: _____

() (10) The defendant shall post with the court the following proof of ownership of the designated property, or the following amount or percentage of the above-described sum: _____

() (11) The defendant shall execute a bail bond with solvent sureties in the amount of \$ _____

PENDING MATTERS

() (12) The defendant shall satisfy all outstanding warrants within _____ days and provide verification to Pretrial Services or the supervising officer.

() (13) The defendant shall pay all outstanding fines within _____ days and provide verification to Pretrial Services or the supervising officer.

() (14) The defendant shall abide by all conditions of release of any current term of parole, probation, or supervised release.

IDENTIFICATION

() (15) The defendant shall use his/her true name only and shall not use any false identifiers.

() (16) The defendant shall not possess or use false or fraudulent access devices.

TRAVEL

(✓) (17) The defendant shall surrender any passport and/or passport card to U.S. Pretrial Services or the supervising officer.

() (18) The defendant shall report any lost or stolen passport or passport card to the issuing agency as directed by Pretrial Services or the supervising officer within 48 hours of release.

(✓) (19) The defendant shall not obtain a passport or passport card.

(✓) (20) The defendant shall abide by the following restrictions on personal association, place of abode, or travel:

Travel is restricted to the following areas:

() Clark County, NV () Washoe County, NV () State of NV (✓) Continental U.S.A. () Other _____

() (21) The defendant may travel to _____ for the purpose of _____

RESIDENCE

() (22) The defendant shall maintain residence at () current address, or () at: _____
and may not move prior to obtaining permission from the Court, Pretrial Services or the supervising officer.

() (23) The defendant shall maintain residence at a halfway house or community corrections center as Pretrial Services or the supervising officer considers necessary.

() (24) The defendant shall pay all or part of the costs for residing at the halfway house or community corrections center based upon his/her ability to pay as Pretrial Services or the supervising officer determines.

() (25) The defendant shall return to custody each (week) day at _____ o'clock after being released each (week) day at _____ o'clock for employment, schooling, or the following purpose(s): _____

EMPLOYMENT

- () (26) The defendant shall maintain or actively seek lawful and verifiable employment and notify Pretrial Services or the supervising officer prior to any change.
- () (27) The defendant shall not be employed in, or be present in, any setting directly involving minor children.
- (✓) (28) The defendant shall not secure employment in the following field(s): allowing defendant to prescribe medication.
- () (29) The defendant is prohibited from employment/self-employment in a setting where he/she has access to financial transactions or the personal identifiers of others.

EDUCATION/VOCATION

() (30) The defendant shall maintain or commence an education or vocational program as directed by Pretrial Services or the supervising officer.

CONTACT

- (✓) (31) The defendant shall avoid all contact directly or indirectly with any person who is or may become a victim or potential witness in the investigation or prosecution, (including but not limited to: _____).
- () (32) The defendant shall avoid all contact directly or indirectly with co-defendant(s) unless it is in the presence of counsel.
- () (33) The defendant is prohibited from contact with anyone under the age of 18, unless in the presence of a parent or guardian who is aware of the alleged instant offense.
- () (33B) The defendant is prohibited from entering or remaining at any place primarily used by children under the age of 18, unless he/she has the express prior permission of his/her Pretrial Services Officer or supervising officer. Examples of such prohibited places include parks, schools, playgrounds, and child care facilities.
- () (34) The defendant shall report as soon as possible to Pretrial Services or the supervising officer any contact with law enforcement personnel, including but not limited to any arrest, questioning, or traffic stop.

FIREARMS/WEAPONS

- (✓) (35) The defendant shall refrain from possessing a firearm, destructive device, or other dangerous weapons.
- (✓) (36) Any firearms and/or dangerous weapons shall be removed from the defendant's possession by another responsible adult within 24 hours of release from custody, and the defendant shall provide written proof of such to Pretrial Services or the supervising officer.
- () (37) The defendant shall provide written proof that his/her access to and possession of said firearm and/or dangerous weapon(s) has been discontinued. The written proof shall be provided to Pretrial Services or the supervising officer.

SUBSTANCE USE TESTING AND TREATMENT

- (✓) (38) The defendant shall refrain from use or unlawful possession of a narcotic drug or other controlled substances defined in 21 U.S.C. § 802 unless prescribed by a licensed medical practitioner. This includes Marijuana and/or any item containing THC. Except as authorized by court order, the defendant shall not possess, use or sell marijuana or any marijuana derivative (including THC) in any form (including edibles) or for any purpose (including medical purposes).
- () (39) The defendant shall refrain from any use of alcohol.
- (✓) (40) The defendant shall refrain from the excessive use of alcohol.
- () (41) The defendant shall refrain from the use or possession of synthetic drugs or other such intoxicating substances.
- () (42) The defendant shall submit to an initial urinalysis. If positive, then (43) applies.
- (✓) (43) The defendant shall submit to any testing required by Pretrial Services or the supervising officer to determine whether the defendant is using a prohibited substance. Any testing may be used with random frequency and may include urine testing, a remote alcohol testing system and/or any form of prohibited substance screening or testing. The defendant shall refrain from obstructing or attempting to obstruct or tamper, in any fashion, with the efficiency and accuracy of any prohibited substance testing or monitoring which is/are required as a condition of release.
- (✓) (44) The defendant shall pay all or part of the cost of the testing program based upon his/her ability to pay as Pretrial Services or the supervising officer determines.
- () (45) The defendant shall not be in the presence of anyone using or possessing:
- () (45A) A narcotic drug or other controlled substances
 - () (45B) Alcohol
 - () (45C) Intoxicating substances or synthetics
- () (46) The defendant shall participate in a program of inpatient or outpatient substance abuse therapy and counseling if Pretrial Services or the supervising officer considers it advisable.
- () (47) The defendant shall pay all or part of the cost of the substance abuse treatment program or evaluation based upon his/her ability to pay as determined by Pretrial Services or the supervising officer.

MENTAL HEALTH TREATMENT

- (✓) (48) The defendant shall submit to a mental health evaluation as directed by Pretrial Services or the supervising officer.
- (✓) (49) The defendant shall participate in mental health treatment as directed by Pretrial Services or the supervising officer.
- (✓) (50) The defendant shall pay all or part of the cost of the medical or psychiatric treatment program or evaluation based upon his/her ability to pay as determined by Pretrial Services or the supervising officer.

LOCATION MONITORING

(51) The defendant shall participate in one of the following location monitoring program components and abide by its requirements as Pretrial Services or the supervising officer instructs.

(51A) Curfew.

The defendant is restricted to his/her residence every day from to and/or a time schedule deemed appropriate by Pretrial Services or the supervising officer.

(51B) Home Detention.

The defendant is restricted to his/her residence at all times except for employment; education; religious services; medical, substance abuse or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities preapproved by Pretrial Services or the supervising officer.

(51C) Home Incarceration.

The defendant is restricted to 24-hour-a-day lock-down except for medical necessities and court appearances or other activities specifically approved by the court.

(52) The defendant shall submit to the type of location monitoring technology indicated below and abide by all of the program requirements and instructions provided by Pretrial Services or the supervising officer related to the proper operation of the technology.

(52A) Location monitoring technology as directed by Pretrial Services or the supervising officer.

(52B) Voice Recognition monitoring.

(52C) Radio Frequency (RF) monitoring.

(52D) Global Positioning Satellite (GPS) monitoring.

(53) The defendant shall not tamper with, damage, or remove the monitoring device and shall charge the said equipment according to the instructions provided by Pretrial Services or the supervising officer.

(54) The defendant shall pay all or part of the cost of the location monitoring program based upon his/her ability to pay as determined by Pretrial Services or the supervising officer.

INTERNET ACCESS AND COMPUTERS

(55) The defendant shall not have access to computers or connecting devices which have Internet, Instant Messaging, IRC Servers and/or the World Wide Web, including but not limited to: PDA's, Cell Phones, iPods, iPads, Tablets, E-Readers, Wii, PlayStation, Xbox or any such devices, at home, place of employment, or in the community.

(56) The defendant must not access the Internet except for the purpose(s) marked below:

56A. Employment

56B. Banking/Bill Paying

56C. Other _____

(57) The defendant must submit his/her computers (as defined in 18 U.S.C. § 1030(e)(1)) or other electronic communications or data storage devices or media, to a search. The defendant must warn any other people who use these computers or devices capable of accessing the Internet that the devices may be subject to searches pursuant to this condition. A Pretrial Services Officer, or supervising officer may conduct a search pursuant to this condition only when reasonable suspicion exists that there is a violation of a condition of supervision and that the computer or device contains evidence of this violation. Any search will be conducted at a reasonable time and in a reasonable manner.

(58) The defendant must allow Pretrial Services or the supervising officer to install computer monitoring software on any computer and/or internet capable device (as defined in 18 U.S.C. § 1030(e)(1)) he/she uses.

(59) To ensure compliance with the computer monitoring condition, the defendant must allow the Pretrial Services Officer or supervising officer to conduct initial and periodic unannounced searches of any computers (as defined in 18 U.S.C. § 1030(e)(1)) subject to computer monitoring. These searches shall be conducted to determine whether the computer contains any prohibited data prior to installation of the monitoring software, whether the monitoring software is functioning effectively after its installation, and whether there have been attempts to circumvent the monitoring software after its installation. The defendant must warn any other people who use these computers that the computers may be subject to searches pursuant to this condition.

(60) The defendant shall refrain from possession of pornography or erotica in any form or medium.

(61) The defendant shall pay all or part of the cost of the internet monitoring software upon his/her ability to pay as determined by Pretrial Services or the supervising officer.

(62) Other _____

FINANCIAL

(63) The defendant shall not obtain new bank accounts or lines of credit.

(64) The defendant shall not act in a fiduciary manner on behalf of another person.

(65) The defendant shall not use any identifiers, access devices, or accounts, unless under his/her true name.

(66) The defendant shall not solicit monies from investors.

- (67) The defendant shall disclose financial information as directed by Pretrial Services or the supervising officer.
- (68) The defendant shall reimburse the Treasury of the United States for the cost of _____ (name of attorney) representation at the rate of \$ _____ per _____, payable to the Clerk of the Court for deposit in the Treasury, as follows:

SEARCH

- (69) The defendant shall be subject to search of person, residence and/or vehicle as directed by Pretrial Services or the supervising officer to ensure compliance with these conditions.

OTHER PROHIBITED ACTIVITIES

- (70) The defendant shall refrain from gambling or entering any establishment whose primary business involves gambling activities.
- (71) The defendant is prohibited from entering any establishment whose primary source of business involves pornography, erotica, or adult entertainment.
- (72) The defendant shall withdraw from any interest, in any state, that he/she may have in any business which is related to the sale, distribution, manufacture or promotion of marijuana or synthetic marijuana. This includes other dispensaries or paraphernalia stores.
- (73) The defendant shall not obtain or renew a "medical marijuana" card within the State of Nevada or any other state.
- (74) All aspects of the _____ dispensary shall be closed.
- (75) All promotion, web sites and advertising associated with the establishment should be discontinued.
- (76) The defendant shall seek and maintain full time employment outside the field of medical marijuana and hydroponics.
- (77) The defendant shall have no involvement whatsoever in any medical marijuana program, to include consulting, manufacture, or dispensing of controlled substances, either voluntary or in return for compensation, nor can defendant be involved with individuals seeking a doctor's recommendation.
- (78) The defendant shall not visit or associate with any hydroponic, paraphernalia or dispensing stores.
- (79) The defendant shall have no involvement in the referral of medical marijuana.

OTHER CONDITIONS

- (80) The defendant shall abide by other conditions as noted below:
Report Report via telephone any instance of COVID-19 symptoms, exposure, and/or quarantine immediately to
the supervising officer;
 - (81) Comply with the directives of medical, public health, and government officials with respect to a quarantine
and/or stay at home order.
-
-
-
-
-
-
-