

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. 22-38073-1**

6 **Against:**

**FILED**

7 **JEFFREY DAVID GROSS, M.D.,**

SEP 16 2022

8 **Respondent.**

NEVADA STATE BOARD OF  
MEDICAL EXAMINERS

By: 

9  
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners  
12 (Board), by and through Donald K. White, J.D., Senior Deputy General Counsel for the Board and  
13 attorney for the IC, and Jeffrey David Gross, M.D. (Respondent), a licensed physician in Nevada,  
14 assisted by his attorney, Kathleen T. Janssen, Esq., of the Law Offices of Cook & Kelesis, LTD.,  
15 hereby enter into this Settlement Agreement (Agreement) based on the following:<sup>1</sup>

16 **A. BACKGROUND**

17 1. Respondent is a medical doctor currently licensed in active status by the Board  
18 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada  
19 Administrative Code (NAC) (collectively, the Medical Practice Act) to practice medicine in  
20 Nevada. His license was originally issued on February 1, 2011 (License No. 13807).

21 2. On April 12, 2022, in Case No. 22-38073-1, the IC filed a formal Complaint  
22 (Complaint) charging Respondent with violating the Medical Practice Act. The Complaint alleges  
23 one (1) violation of NRS 630.301(1) – Conviction of a Felony Relating to the Practice of  
24 Medicine (Count I), one (1) violation of NRS 630.301(9) – Disreputable Conduct (Count II), one  
25 (1) violation NRS 630.301(11)(g) – Conviction of an Offense Involving Moral Turpitude (Count  
26

27 <sup>1</sup> All agreements and admissions made by Respondent are solely for final disposition of this matter and any  
28 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,  
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another  
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or  
federal court proceeding, or any credentialing or privileges matter.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

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1 III), and one (1) violation of NRS 630.306(1)(b)(1) – Engaging in Conduct Which is Intended to  
2 Deceive (Count IV). By reason of the foregoing, Respondent is subject to discipline by the Board  
3 as provided in NRS 630.352. Respondent was properly served with a copy of this Complaint, has  
4 reviewed and understands this Complaint, and has had the opportunity to consult with competent  
5 counsel concerning the nature and significance of this Complaint.

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

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

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

27 Respondent

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1 further understands and agrees that if the Board approves this Agreement, then the terms and  
2 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 matters  
5 with regard to the Complaint, Respondent and the IC hereby agree to the following terms and  
6 conditions:

7 1. **Jurisdiction.** Respondent is, and at all times relevant to the Complaint has been, a  
8 physician licensed to practice medicine in Nevada subject to the jurisdiction of the Board as set  
9 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 said counsel. Respondent agrees that if representation by counsel in this  
13 matter materially changes prior to entering into this Agreement and for the duration of this  
14 Agreement, that counsel for the IC will be timely notified of the material change. Respondent  
15 agrees that he knowingly, willingly and intelligently enters into this Agreement after deciding to  
16 have a full consultation with and upon the advice 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 Complaint  
23 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in  
24 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.  
25 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this  
26 Agreement, without a hearing or any further proceedings and without the right to judicial review.

27 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering  
28 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent

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

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

15 a. For the purposes of this Settlement Agreement, Respondent admits that  
16 sufficient evidence exists to prove Count II, one (1) violation of NRS 630.301(9) – Disreputable  
17 Conduct and Count III, one (1) violation NRS 630.301(11)(g) – Conviction of an Offense  
18 Involving Moral Turpitude and agrees that the Board may enter a finding that he violated Counts  
19 II and III.

20 b. Respondent's license to practice medicine in the State of Nevada shall be  
21 suspended with the suspension to be immediately stayed. Respondent's license shall be subject to  
22 suspension upon a term of probation for a period of forty-eight (48) months from the date of the  
23 Board's acceptance, adoption, and approval of this Agreement (Probationary Period). Respondent  
24 must complete the following terms and conditions within the Probationary Period and demonstrate  
25 compliance to the good faith satisfaction of the Board before or within forty-eight (48) months,  
26 including but not limited to, payment in full of costs and fees imposed, and at that time he may  
27 petition the Board to lift the probationary status of his license. If Respondent fails to demonstrate  
28 compliance with the terms and conditions of this Agreement, or otherwise violates the terms of

1 this Agreement or the Medical Practice Act, the IC shall be authorized to immediately suspend  
2 Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing on  
3 immediate suspension of his license, which hearing will be duly noticed.

4 c. Respondent shall successfully complete all requirements as established by  
5 the United States District Court Central District of California in Case No. 8:18-cr-00014-JLS and  
6 the rules and regulations of the United States Probation & Pretrial Services Office and the Second  
7 Amended General Order 20-04. Respondent agrees he shall submit to the Board any and all  
8 documentation (of which he has the legal ability to obtain) regarding the terms, requirements and  
9 compliance of his supervised release, including but not limited to, reports from the United States  
10 Probation & Pretrial Services Office. Respondent agrees that if he fails to complete his supervised  
11 release in his criminal matter or is dishonorably discharged from his supervised release, the IC  
12 shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada  
13 pending an Order to Show Cause Hearing, which will be duly noticed.

14 d. Respondent shall submit to and pass all five (5) sections of the Ethics and  
15 Boundaries Assessment Services (EBAS) examination within one hundred twenty (120) days of  
16 the Board's approval of this agreement, which examination shall be paid for at the expense of the  
17 Respondent.

18 e. Respondent shall pay the costs and expenses incurred in the investigation  
19 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,  
20 adoption and approval of this Agreement, the current amount being seven hundred two dollars and  
21 seventy-three cents (\$702.73).

22 f. Respondent shall pay a fine of two thousand five hundred dollars  
23 (\$2,500.00) for Count II and two thousand five hundred dollars (\$2,500.00) for Count III, for a  
24 total fine of five thousand dollars (\$5,000.00) to be paid in five (5) equal payments of one  
25 thousand dollars (\$1,000.00). The first payment is due on or before December 1, 2022, with each  
26 successive payment due on or before the first of each month thereafter, and must be paid in full on  
27 or before April 1, 2023, upon the Board's acceptance, adoption and approval of this Agreement.

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1 g. Respondent shall perform twenty (20) hours of Continuing Medical  
2 Education (CME), related to the subject matter of ethics, in addition to the required CMEs for  
3 licensure. These CME hours must be completed within six (6) months of the Board's acceptance,  
4 adoption and approval of this Agreement.

5 h. Respondent shall perform three hundred (300) hours of community service  
6 without compensation pursuant to the terms and conditions set forth in the attached community  
7 service proposal. The 300 hours must be completed within the probationary period of 48 months  
8 upon the Board's acceptance, adoption and approval of this Agreement.

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

11 j. Respondent shall receive a Public Letter of Reprimand.

12 k. Counts I and IV, and any other claims arising from the Board's  
13 corresponding investigative case file, shall be dismissed with prejudice.

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

26 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
27 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
28 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of

1 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
2 adjudicating members of the Board.

3 Respondent acknowledges that such contacts and communications may be made or  
4 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board  
5 meeting where this Agreement is discussed, and that such contacts and communications may  
6 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and  
7 all information of every nature whatsoever related to this matter. The IC and its counsel agree that  
8 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this  
9 Agreement is discussed and, if requested, respond to any questions that may be addressed to the  
10 IC or the IC's counsel.

11 8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts,  
12 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement  
13 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed  
14 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

15 9. **Effect of Rejection of Agreement by Board.** In the event the Board does not  
16 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and  
17 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,  
18 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement  
19 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this  
20 Agreement shall disqualify any member of the adjudicating panel of the Board from considering  
21 this Complaint and from participating in disciplinary proceedings against Respondent, including  
22 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any  
23 such member absent evidence of bad faith.

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

26 11. **Forum Selection Clause.** The parties agree that in the event either party is  
27 required to seek enforcement of this Agreement in district court, the party's consent to such

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1 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,  
2 State of Nevada, Washoe County.

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

6 13. **Failure to Comply with Terms**. Should Respondent fail to comply with any term  
7 or condition of this Agreement once the Agreement has been accepted, approved and adopted by  
8 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice  
9 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.  
10 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,  
11 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may  
12 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).  
13 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a  
14 condition of this Agreement may subject Respondent to civil collection efforts.

15 DATED this 16<sup>th</sup> day of August, 2022. DATED this 11<sup>th</sup> day of August, 2022.

16 INVESTIGATIVE COMMITTEE OF THE  
17 NEVADA STATE BOARD OF MEDICAL  
18 EXAMINERS

COOK & KELESIS, LTD.

19 By: 

By: 

20 DONALD K. WHITE, J.D.  
21 Senior Deputy General Counsel  
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26 *Attorney for the Investigative Committee*

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Email: [kjanssen@bckltd.com](mailto:kjanssen@bckltd.com)  
*Attorney for Respondent*

25 DATED this 1<sup>st</sup> day of August, 2022.

27 By: 

28 JEFFREY DAVID GROSS, M.D.,  
*Respondent*



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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 22-38073-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 16th day of September, 2022.

DATED this 16th day of September, 2022.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:   
VICTOR M. MURO, M.D.  
*Board President*

COMMUNITY SERVICE PROPOSAL  
(required hours: 240)

Jeffrey D. Gross, M.D.  
NSBME Case No. 22-38073-1

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The following is a non-exhaustive list of the types of community service that may be provided by Dr. Gross to satisfy the 300 hours of community service requirement which is referenced at paragraph 5.h. of page 6 to the *Settlement Agreement* in Case No. 22-38073-1:

1. Provide free lecture to physician groups and other health care specialists regarding spine surgery or general surgery matters.
2. Provide surgical or non-surgical clinical patient care to indigent patients throughout the State of Nevada, at no cost.
3. Assist rural hospitals to develop new spine surgery or general surgery-based services.
4. Provide free public seminars to citizen groups on spine surgery or general surgery related topics.
5. Provide free lectures on spine surgery or general surgical issues to hospitals, clinics, and/or nursing home staff and/or patients.
6. Attend local health fairs, public television or radio shows, telethons, or other similar gathering, events, or shows and provide free lectures, discussions, question and answer sessions, or facilitate discussions on spine surgery, general surgery, or other medical related topics.
7. Provide no cost "case review" for local physicians who are treating indigent patients.
8. Provide surgical and non-surgical patient care to indigent patients in the rural areas of Nevada.
9. Provide second opinions and assistance, without compensation, to other physicians providing free services or services at reduced fees.
10. Provide surgical and non-surgical patient care, without compensation, in disaster relief / emergency situations in Nevada.
11. Volunteering to provide medical/surgical related services with religious/charitable organizations in Nevada.

12. Volunteering for a nonprofit of his choice.

NOTICE OF INTENT TO PROVIDE AND PROOF OF COMPLIANCE  
WITH COMMUNITY SERVICE REQUIREMENTS

Except as otherwise provided herein, Dr. Gross agrees to submit written notification, via email, to Johnna LaRue, Compliance Officer, for the NSBME of any community service that he desires to perform to complete his 300 hours of community service. Ms. LaRue then has three (3) calendar days to provide any written comment or concerns, via email, to Dr. Gross pertaining to the proposed community service. If Dr. Gross does not receive any such written comments or concerns from Ms. LaRue, Dr. Gross may proceed to perform the proposed community service.

With regards to the community service referenced in paragraphs 2, 7, 8, 9, 10, and 11 above, prior written notification and pre-approval of the same is not required where time constraints are an issue or prohibit the same, including, but not limited to, emergency care being provided by Dr. Gross.

With regards to the community service referenced in paragraph 3 (“Assist rural hospitals to develop new spine surgery or general surgery-based services”), Dr. Gross agrees to submit written notification, via email, to Ms. LaRue of the proposed itinerary/schedule with regards to providing rural hospitals to develop new spine surgery or general surgery based services.

Proof of compliance of any community service required under this community service proposal shall be submitted in writing (can be scanned and emailed) directly to Ms. LaRue of the NSBME. Such written proof shall contain the following information: a description of what the community service consisted of; identify any organization, group, or individual that was the recipient of the community service; identify when and where the community service was performed; and describe the number of hours provided.