

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. 25-41463-1

6 **Against:**

FILED

7 **AKINDELE EMMANUEL KOLADE, M.D.,**

DEC 12 2025

8 **Respondent.**

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: USM

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10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Alexander J. Hinman, Deputy General Counsel for the Board and
13 attorney for the IC, and Akindele Emmanuel Kolade, M.D. (Respondent), a licensed physician in
14 Nevada, assisted by his attorneys, Maria Nutile and Bridget Kelly, of the law firm of Nutile Law,
15 hereby enter into this Settlement Agreement (Agreement) based on the following:¹

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 January 21, 2014, (License No. 15135).

21 2. On October 9, 2025, in Case No. 25-41463-1, the IC filed a formal Complaint
22 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
23 Complaint alleges one (1) violation of NRS 630.306(1)(b)(3), Violation of Statutes and
24 Regulations of the Nevada State Board of Pharmacy (Count I); and one (1) violation of
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26 ¹ All agreements and admissions made by Respondent are solely for final disposition of these matters and
27 any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Any
28 admission to malpractice herein is limited to its use in NRS 630.301(4) and is not intended to replace or be interpreted
as professional negligence as used in civil litigation involving allegations under NRS Chapter 41A. Additionally,
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.

1 NRS 630.306(1)(p), Unsafe or Unprofessional Conduct (Count II). By reason of the foregoing,
2 Respondent is subject to discipline by the Board as provided in NRS 630.352.

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

6 4. 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 5. 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 6. 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 further understands and agrees that if the Board approves this Agreement, then the
28 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

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

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

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

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

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
26 into this Settlement Agreement, the allegations of the Complaint remain unproven. Respondent
27 acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in
28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

1 Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit
2 and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
3 subsequent litigation. Respondent asserts if this matter were to proceed to hearing, he has
4 evidence, witnesses, expert witness(es) and defenses to the counts/claims alleged in the
5 Complaint, but for the purposes of resolving the matter and for no other purpose, Respondent
6 waives the presentation of evidence, witnesses, expert witnesses, and defenses in order to
7 effectuate this Agreement.

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

12 a. Respondent admits to Count I, one (1) violation of NRS 630.306(1)(b)(3),
13 Violation of Statutes and Regulations of the Nevada State Board of Pharmacy, and one (1)
14 violation of NRS 630.306(1)(p), Unsafe or Unprofessional Conduct.

15 b. Respondent's license to practice medicine in the State of Nevada shall be
16 suspended with the suspension to be immediately stayed. Respondent's license shall be subject to
17 suspension upon a term of probation period for twenty-four (24) months from the date of the
18 Board's acceptance, adoption, and approval of this Agreement (Probationary Period). Respondent
19 must complete the following terms and conditions within the Probationary Period and demonstrate
20 compliance to the good faith satisfaction of the Board before or within twenty-four (24) months,
21 including but not limited to, payment in full of costs and fees imposed, and at the time he may
22 petition the Board to lift the probationary status of his license. If Respondent fails to demonstrate
23 compliance with the terms and conditions of this Agreement, or otherwise violates the terms of
24 this Agreement or the Medical Practice Act, the IC shall be authorized to immediately suspend
25 Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing on
26 immediate suspension of his license, which will be duly noticed.

27 c. Respondent shall notify to the Board of all international travel during the
28 Probationary Period. Specifically, not less than one (1) week prior to any planned international

1 travel, Respondent agrees to notify the Board, via email, of both his date of departure and his date
2 of return to the United States (“Travel Period”). In the event of emergency or open-ended
3 international travel, or changes to a reported Travel Period, Respondent agrees to notify the Board
4 of his actual Travel Period as soon as practicable. If during the Travel Period Respondent
5 prescribes a controlled substance, he shall provide the Board with medical records and billing
6 documentation which demonstrates the existence of a bona fide therapeutic relationship, as
7 defined in NAC 639.945(4), between the patient and the Respondent at the time the prescription is
8 issued. Respondent shall provide these documents no later than thirty (30) days from the date the
9 prescription is issued. Any failure to notify the Board of the Travel Period or to provide the
10 aforementioned documentation, may result in immediate suspension or other action as the Board
11 sees fit.

12 d. Respondent will pay the costs and expenses incurred in the investigation
13 and prosecution of the above-referenced matter in the amount of six thousand eight hundred and
14 seventy-nine dollars and eighty-seven cents (\$6,879.87) in five (5) equal payments in the amount
15 of one thousand one hundred forty-six dollars and sixty-five cents (\$1,146.65) and one (1) final
16 payment in the amount of one thousand one hundred forty-six dollars and sixty-two cents
17 (\$1,146.62). The first payment is due on or before January 15, 2026, the second payment is due on
18 or before February 16, 2026, the third payment is due on or before March 16, 2026, the fourth
19 payment is due on or before April 15, 2026, the fifth payment is due on or before May 15, 2026,
20 and the final payment is due on or before June 15, 2026. The costs and expenses as well as the
21 payment plan are subject to the Board’s acceptance, adoption and approval of this Agreement.

22 e. Respondent shall pay a fine of seven thousand five hundred dollars (\$7,500)
23 in six (6) equal payments in the amount of one thousand two hundred fifty dollars (\$1,250). The
24 first payment is due on or before January 15, 2026, the second payment is due on or before
25 February 16, 2026, the third payment is due on or before March 16, 2026, the fourth payment is
26 due on or before April 15, 2026, the fifth payment is due on or before May 15, 2026, and the final
27 payment is due on or before June 15, 2026. The payment plan is subject to the Board’s
28 acceptance, adoption, and approval of this Agreement.

1 f. Respondent shall perform a twenty-one (21) hours of Continuing Medical
2 Education (CME), through the Proper Prescribing (RX-21) course offered by PBI education
3 (<https://pbieducation.com/courses/rx-21/>), within six (6) months of the Board's acceptance,
4 adoption and approval of this Agreement. These twenty-one (21) hours of CME shall be in
5 addition to the CME requirement regularly imposed upon Respondent as a condition of licensure
6 in the State of Nevada pursuant to NAC 630.125(1), and shall be approved by the Board prior to
7 their completion.

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

10 h. Respondent shall receive a Public Letter of Reprimand.

11 i. Any other claims arising from the Board's corresponding investigative case
12 file(s), shall be dismissed with prejudice.

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

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

1 adjudicating members of the Board.

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

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

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

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

25 11. **Forum Selection Clause.** The parties agree that in the event either party is
26 required to seek enforcement of this Agreement in district court, the party's consent to such
27 jurisdiction and agree that exclusive jurisdiction shall be in the Second Judicial District Court,
28 State of Nevada, Washoe County.

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

4 13. Failure to Comply with Terms. Should Respondent fail to comply with any term
5 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
6 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
7 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.
8 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
9 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
10 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
11 Additionally, failure to pay any fines, costs, expenses or fees owed to the Board pursuant to this
12 Agreement will result in immediate suspension pending resolution of any payment delinquency,
13 unless within ten (10) calendar days of the payment due date, Respondent notifies the Board in
14 writing of the inability to comply with the payment terms and requests to appear before the Board
15 at the next regularly scheduled Board meeting to request a modification to the payment(s) ordered
16 in this Agreement. Further, Respondent's failure to remit payment to the Board for monies agreed
17 to be paid as a condition of this Agreement may subject Respondent to civil collection efforts.

18
19 DATED this 17th day of November, 2025.

DATED this 14th day of November, 2025.

20 INVESTIGATIVE COMMITTEE OF THE
21 NEVADA STATE BOARD OF MEDICAL
22 EXAMINERS

NUTILE LAW

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By: Bridget Kelly

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Nov 14, 2025

DATED this _____ day of _____, 2025.

By: 
Akindele kolade (Nov 14, 2025 14:31:00 PST)
AKINDELE EMMANUEL KOLADE, M.D.,
Nevada License No.
Respondent

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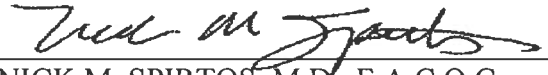
ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 25-41463-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 12th day of December, 2025.

DATED this 12th day of December, 2025.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



NICK M. SPIRTOS, M.D., F.A.C.O.G.
Board President