



1 of NRS 630.306(1)(b)(3), Engaging in Conduct That Violates Pharmacy Board Regulations  
2 (Count III); two (2) violations of NRS 630.306(1)(b)(2), Violation of Standards of Practice (Count  
3 IV and V); and one (1) violation of NRS 630.306(1)(p), Unsafe or Unprofessional Conduct (Count  
4 VI). By reason of the foregoing, Respondent is subject to discipline by the Board as provided in  
5 NRS 630.352.

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

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

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

25 6. Respondent understands and agrees that this Agreement, by and between  
26 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the  
27 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent  
28 understands that the IC shall advocate for the Board's approval of this Agreement, but that the

1 Board has the right to decide in its own discretion whether or not to approve this Agreement.  
2 Respondent further understands and agrees that if the Board approves this Agreement, then the  
3 terms and conditions enumerated below shall be binding and enforceable upon him and the Board.

4 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

16           a.     Respondent admits to Count I, NRS 630.301(4), Malpractice; Count II,  
17 NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records; Count III,  
18 NRS 630.306(1)(b)(3), Engaging in Conduct That Violates Pharmacy Board Regulations,  
19 Count IV, NRS 630.306(1)(b)(2), Violation of Standards of Practice; and Count VI,  
20 NRS 630.306(1)(p), Unsafe or Unprofessional Conduct.

21           b.     Respondent will pay the costs and expenses incurred in the investigation  
22 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,  
23 adoption and approval of this Agreement, in the amount of four thousand sixty-seven dollars and  
24 ninety-two cents (\$4,067.92).

25           c.     Respondent shall pay a fine of ten thousand dollars (\$10,000) within sixty  
26 (60) days of the Board's acceptance, adoption and approval of this Agreement.

27           d.     Respondent shall perform twenty (20) hours of Continued Medical  
28 Education (CME), related to proper prescribing practices, within six (6) months of the Board's

1 acceptance, adoption and approval of this Agreement. These twenty (20) hours of CME are in  
2 addition to the CME requirements that are regularly imposed upon Respondent as a condition of  
3 licensure in the State of Nevada pursuant to NAC 630.153(1), and shall be approved by the Board  
4 prior to their completion.

5 e. Respondent shall submit to and pass all five (5) sections of the Ethics and  
6 Boundaries Assessment Services (EBAS) examination within one hundred and eighty (180) days  
7 of Board's acceptance, adoption and approval of this agreement, which shall be paid for at the  
8 expense of Respondent.

9 f. Respondent shall complete and pass, without conditions, the Professional  
10 Problem-Based Ethics Program (PROBE) offered by the Center for Personalized Education for  
11 Physicians (CPEP), within one hundred and eighty (180) days of Board's acceptance, adoption  
12 and approval of this agreement, which shall be paid for at the expense of Respondent.

13 g. Respondent's license shall be revoked for five (5) years from the date of the  
14 Board's acceptance, adoption, and approval of this agreement, with the revocation stayed pending  
15 completion of a five (5) year probationary period. If Respondent fails to comply with the terms  
16 and conditions of this probation, or commits a new violation of the Medical Practice Act during  
17 the probationary period, the stay of revocation will be immediately lifted, and the revocation shall  
18 be in full effect. Should this occur, Respondent shall immediately cease practicing medicine as  
19 defined in NRS 630.020. Respondent shall be subject to the following probationary terms and  
20 conditions:

21 i. Respondent must be monitored by Strategic Management Services  
22 or other monitoring company approved in the reasonable judgement of the Board. The monitoring  
23 company shall provide quarterly reports to the Board regarding its review of Respondent's charts  
24 and patient records. Strategic Management Services, or other monitoring company, shall review  
25 10% of Respondent's patient charts each quarter, not to exceed fifty (50) charts per quarter and  
26 provide a report to the Board. Strategic Management Services, or other monitoring company, will  
27 be reviewing all aspects of these patient charts, including legibility, completeness of records, and

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1 compliance with Nevada law regarding prescribing controlled substances, such as proof of regular  
2 Nevada State Pharmacy Board Prescription Monitoring Program report queries for patients;

3 ii. Respondent shall pay all costs associated with the monitoring of  
4 himself and/or his practice conducted by Strategic Management Services or other monitoring  
5 company approved in the reasonable judgement of the Board;

6 iii. Respondent shall refrain from prescribing drugs to any member of  
7 his family; and

8 iv. Respondent shall not petition the Board for removal of this  
9 probationary condition for a period of two (2) years from the date of the Board's acceptance,  
10 adoption, and approval of this agreement.

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

13 i. Respondent shall receive a Public Letter of Reprimand.

14 j. The remaining count of the Complaint, and any other claims arising from  
15 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

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1           7.       **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall  
2 recommend approval and adoption of the terms and conditions of this Agreement by the Board in  
3 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of  
4 this Agreement, counsel for the IC may communicate directly with the Board staff and the  
5 adjudicating members of the Board.

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

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

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

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

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

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

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

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in this Agreement. Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to civil collection efforts.

DATED this 7<sup>th</sup> day of May, 2026. DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL  
EXAMINERS

CLARK HILL, PLLC

By: 

Crane M.  
Pomerantz  
Digitally signed by Crane M. Pomerantz  
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= c\_pomerantz@yahoo.com C = US  
Date: 2026.05.07 08:20:08 -07'00'

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*Attorney for Respondent*

DATED this 6 day of May, 2026.

By: 

SHAHAB MOKHTARE, M.D.,  
Nevada License No. 13663  
*Respondent*

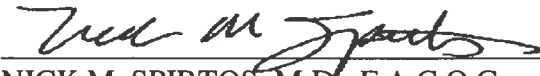
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**ORDER**

**IT IS HEREBY ORDERED** that, the foregoing Settlement Agreement (Case No. 26-32772-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 5th day of June, 2026.

DATED this 5th day of June, 2026.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

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