

NEVADA STATE BOARD OF MEDICAL EXAMINERS



IN THE MATTER OF CHARGES AND COMPLAINT AGAINST

JON LANE SIEMS, M.D.

ADJUDICATION

Case No: 23-13009-1

Date: December 1, 2023

INDEX

1. COMPLAINT
2. HEARING OFFICER'S FINDINGS AND RECOMMENDATIONS
3. HEARING TRANSCRIPTS
4. EXHIBITS ADMITTED INTO EVIDENCE
5. DOCUMENTS FILED INTO THE DOCKET

1

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 23-13009-1

Against:

JON LANE SIEMS, M.D.,

Respondent.

FILED

JAN 30 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

COMPLAINT

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners ("Board") hereby issues this formal Complaint against Jon L. Siems, M.D. (hereinafter referred to as Respondent), a licensed physician in Nevada. After investigating this matter, the IC has a reasonable basis to believe that Respondent has violated provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act).

The IC alleges the following facts:

1. Respondent is currently, and was at all times relevant to this Complaint, licensed in active status (License No. 9250). Respondent was issued his license from the Board on December 20, 1999, pursuant to the provisions of NRS Chapter 630.

2. On November 29, 2021, the IC entered into a Settlement Agreement² with Respondent and on December 3, 2021 the Board approved the Settlement Agreement.

¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time the filing of this Complaint was approved, was composed of Bret W. Frey, M.D., Carl N. Williams, Jr., M.D. FACS, and Col. Eric D. Wade, USAF (Ret.).

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

3. In a letter dated December 14, 2021, Johnna LaRue, Deputy Chief of Investigations and Compliance Officer for the Board, in normal course mailed a letter via first class mail with return receipt required, postage prepaid to Respondent which provided explicit instructions regarding his specific requirements and the deadlines to achieve compliance with the Board-approved Settlement Agreement.

4. The Order attached to the Settlement Agreement, as well as Ms. LaRue's letter clearly stated that Respondent had one (1) year to complete twenty (20) hours of Continuing Medical Education (CMEs) and one (1) year to complete the Physician Assessment and Clinical Education Program at the University of San Diego School of Medicine (PACE).

5. Respondent did not complete the CMEs nor the PACE program within the allotted time agreed to in the Settlement Agreement, nor did Respondent correspond with Board staff to request an extension to complete the requirements.

COUNT I

NRS 630.3065(2)(a) - Knowing or Willful Failure to Comply with a Board Order

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

7. NRS 630.3065(2)(a) provides that the knowing or willful failure to comply with an order of the Board constitutes grounds for initiating disciplinary action.

8. Respondent knowingly or willfully failed to comply with an order of the Board when he failed to complete 20 hours of CMEs or the PACE Program by or within the deadline he agreed to with the Board.


9. Additionally, the Settlement Agreement that Respondent signed and was subsequently approved by the Board clearly states that Respondent agreed to be placed on stayed suspension and that if he violated any terms of the agreement that the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing.

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

- 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

1. That the Nevada State Board of Medical Examiners give Respondent notice of the charges herein against him and give him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2) within twenty (20) days of service of the Complaint;
2. That the Nevada State Board of Medical Examiners set a time and place for a formal hearing after holding an Early Case Conference pursuant to NRS 630.339(3);
3. That the Nevada State Board of Medical Examiners determine what sanctions to impose if it determines there has been a violation or violations of the Medical Practice Act committed by Respondent;
4. That the Nevada State Board of Medical Examiners make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, that includes the sanctions imposed; and
5. That the Nevada State Board of Medical Examiners take such other and further action as may be just and proper in these premises.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS


DONALD K. WHITE
Senior Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: dwhite@medboard.nv.gov
Attorney for the Investigative Committee

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 30th day of January, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



BRET W. FREY, M.D.

Chairman of the Investigative Committee

2

1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**

2
3 **OF THE STATE OF NEVADA**

FILED

MAY - 9 2023

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: _____

4
5
6 In the Matter of Charges and Complaint

Case No.: 23-13009-1

7 Against

(Case No.: 19-13009-2)

8 JON L. SIEMS, M.D.,

9 Respondent.

10
11 **SYNOPSIS AND ANALYSIS OF THE RECORD**

12 Hearing Officer Charles B. Woodman, having heard a formal pre-hearing
13 conference, as well as the formal Hearing of this matter, hereby presents the Nevada State
14 Board of Medical Examiners with his formal Analysis of this case. This Analysis is based
15 upon all evidence adduced at the formal Hearing, this Hearing Officer's findings of facts
16 and conclusions of law, which findings include the credibility of the witnesses who gave
17 evidence.

18 **RELEVANT BACKGROUND**

19 This is a combined case as shown in the caption, whereby the Investigative
20 Committee ("IC") of the Board of Medical Examiners of the State of Nevada ("Board")
21 alleged that Dr. Jon Lane Siems, M.D., ("Dr. Siems") failed to comply with the Settlement
22 Agreement he entered into as resolution to Board Case 19-13009-2. The final page of that
23 Settlement Agreement contains the Board's order mandating compliance with the
24 Agreement. A duly noticed formal hearing of the matter was held before the undersigned
25 Hearing Officer on April 13, 2023 at the Northern Nevada office of the Board in Reno.
26 Mr. Donald K. White, Esq., Senior Deputy General Counsel appeared on behalf of the
27 Board's IC. Dr. Siems appeared via videoconference from the Board's Southern Nevada
28 office representing himself in pro se. The matter was duly recorded by a licensed reporter
and is a matter of public record.

1 The formal Complaint in Board Case 23-13009-1 alleges a single count of
2 Knowing or Willful Failure to Comply with a Board Order, a violation of NRS
3 630.3065(2)(a), which states that:

4 The following acts, among others, constitute grounds for initiating disciplinary
5 action or denying licensure:

6 * * *

7 2. Except as otherwise provided in NRS 630.2672, knowingly or willfully
8 failing to comply with:

9 (a) A regulation, subpoena or order of the Board or a committee designated
10 by the Board to investigate a complaint against a physician;

11 More specifically, the IC alleges at paragraphs 8-9 of the Complaint that:

12 8. Respondent [Dr. Siems] knowingly or willfully failed to comply with
13 an order of the Board when he failed to complete 20 hours of CMEs or the PACE
14 Program by or within the deadline he agree to with the Board [in Case 19-13009-
15 2].

16 9. Additionally, the Settlement Agreement [in Case 19-13009-2] that
17 Respondent signed and was subsequently approved by the Board clearly states
18 that Respondent agreed to be placed on stayed suspension and that if he violated
19 any terms of the agreement that the IC shall be authorized to immediately suspend
20 Respondent's license to practice medicine in Nevada pending an Order to Show
21 Cause hearing.

22 Accordingly, the two cases are inextricably linked inasmuch as Dr. Siems' alleged
23 violation of the Order at the final page of the Settlement Agreement entered into in Case
24 19-13009-2 makes up the entirety of the basis for Case 23-13009-1. Further, it appears
25 that the Board may determine to take formal action in both such cases.

26 At commencement of the formal Hearing of this matter, Dr. Siems was again
27 advised of his right to be represented by counsel, as this Hearing Officer has so advised
28 him in prior proceedings. The Hearing proceeded with Dr. Siems electing to represent
himself. See Transcript at page 5 ("T.5").

It is noted very significantly here that the Board has already determined that Dr.
Siems "willfully and knowingly violated his Settlement Agreement" via the Board's Order
of Suspension And Notice of Hearing filed December 27, 2022. That Order was issued
summarily based on evidence proffered by the IC. A duly noticed formal Order to Show

1 Cause hearing to determine whether that summary suspension should continue was heard
2 before the undersigned on February 2, 2023, with Dr. Siems in attendance, also
3 representing himself at that time. After that hearing and in light of evidence provided by
4 the IC and by Dr. Siems, this Hearing Officer confirmed the suspension pending further
5 decisions by the Board and pending adjudication of the new complaint in Case 23-13009-
6 1. The April 13 hearing was held to formally adjudicate Case 23-13009-1. At the hearing,
7 the IC's burden was to prove by a preponderance of the evidence that Dr. Siems committed
8 the violation alleged in the Complaint in Case 23-13009-1, i.e. that he knowingly or
9 willingly failed to comply with the Board's order confirming his Settlement Agreement.

10 **THE EVIDENCE**

11 The evidence adduced at the April 13 hearing is summarized as follows (bold and
12 italics are inserted by the Hearing Officer):

13 The IC's Deputy Chief of Investigations and Compliance Officer Johnna LaRue
14 testified that:

15 Following the Board's approval of the Settlement Agreement entered into between
16 Dr. Siems and the IC, Ms. LaRue mailed notice of the Board's decision to Dr. Siems' then
17 counsel on December 14, 2021. T.15-17;

18 Ms. LaRue's letter, including a copy of the Settlement Agreement, disclosed the
19 specific requirements with which Dr. Siems would have to comply to meet his obligations
20 under the Settlement Agreement, and the fact that he would have one year from the date of
21 the Board hearing to so comply, which would allow Dr. Siems until December 3, 2022 to
22 meet all the conditions outlined in the Settlement Agreement, and required by the Board's
23 Order thereon. T.18-20;

24 Receipt of Ms. LaRue's letter containing the Settlement Agreement and Board
25 Order by Dr. Siems' then counsel¹ was confirmed via documentary evidence showing that
26 it was received on December 18, 2021. T.21-22, 26, IC Exhibit 4;

27
28 ¹ As noted, Dr. Siems was not represented by counsel at the formal Hearing in Case 19-
13009-2. However, he retained counsel after the Hearing which culminated in execution
of the Settlement Agreement.

1 Dr. Siems and his counsel both signed the Settlement Agreement. T.28;

2 Via a November 18, 2022 email to the IC's counsel Mr. White, Dr. Siems' counsel
3 advised Mr. White that he was no longer representing Dr. Siems. T.29-30;

4 At no time did Dr. Siems' counsel or any other person ever contact Ms. LaRue or
5 anyone else at the Board to request an extension of time for Dr. Siems to complete his
6 requirements under the Settlement Agreement. T.31-33;

7 Extensions of time to comply with settlement agreement conditions are routinely
8 given under reasonable circumstances. T.33-34;

9 Dr. Siems did not complete all his CMEs required by the Settlement Agreement
10 within the mandated one-year period, nor did he complete the PACE program. T.34-35.
11 Rather, the last required CMEs were completed within a few days following the February
12 2, 2023 hearing on the license suspension, (which would have been approximately two
13 months late) . T.35;

14 Dr. Siems pressed Ms. LaRue on whether the Board should have required him (Dr.
15 Siems) to complete the PACE program when he discovered that the program could not
16 accommodate him. However, Ms. LaRue responded by saying that the Board would have
17 amended the Settlement Agreement had Dr. Siems contacted the Board within the one-year
18 period to advise that PACE could not accommodate him. T.38-43;

19 In response to Dr. Siems raising the issue of possibly not receiving a copy of the
20 Settlement Agreement from his counsel, Ms. LaRue advised that she had worked a number
21 of times in the past with the same attorney who represented Dr. Siems, and she has never
22 had any issues with practitioners not receiving documents from that attorney. T.45-46;

23 Had the IC known at any time prior to expiration of his one-year timeline that the
24 PACE program could not presently accommodate Dr. Siems, arrangements would have
25 been made to take the matter back to the Board to alter the terms of the Settlement
26 Agreement. T.47-48;

27 Dr. Siems recognized a copy of the Settlement Agreement and acknowledged that
28 he signed it. T.51-52;

1 *Dr. Siems acknowledged that he knew his deadline for complying with the terms*
2 *of the Settlement Agreement was December 3, 2022. T.54;*

3 *At some time during December, 2022, Dr. Siems had his manager Isabella call*
4 *the IC to provide an update on his process of complying with the Settlement Agreement,*
5 *but not to request an extension of time. T.55-56;*

6 *Dr. Siems confirmed that while he does not recall receiving the IC's letter via his*
7 *counsel following the approval of the Settlement Agreement, that does not mean that he*
8 *does not remember the "settlement demands." "That's not my claim. I was aware of*
9 *what the settlement demands were." On questioning by Mr. White, Dr. Siems*
10 *acknowledged he was aware of the settlement demands as of the date he signed the*
11 *document, i.e. November 24, 2021. T.57;*

12 Email correspondence between Dr. Siems and the PACE program showed that Dr.
13 Siems was not yet enrolled with PACE as of December 20, 2022, as his outstanding
14 balance due for participation was \$10,000.00. The balance due check was dated December
15 30, 2022, three days after service of the suspension order. T.61, 63-65, Respondent's
16 Exhibits p.0003, 00095;

17 *The first time that Dr. Siems, or his office personnel, contacted the PACE*
18 *program was October 31, 2022 (or approximately 33 days prior to the compliance*
19 *deadline in the Settlement Agreement). T.63;*

20 *When asked directly if he complied with the terms of the Settlement Agreement,*
21 *Dr. Siems answered "No." T.65;*

22 Dr. Siems was advised that he had the opportunity to present a defense case, but as
23 the Board and its IC have the burden of proof, he (Dr. Siems) had no obligation to do so.
24 Dr. Siems chose to provide a defense case. T.67-68;

25 Beginning at page 75 of the transcript, Dr. Siems provided a quite thorough history
26 of some highly traumatic personal crises which began happening in his life in November,
27 2022, i.e. approximately one month or less before the December 3, 2022 deadline for
28 complying with the Settlement Agreement. Those circumstances include a November 22,
2022 trip to Europe for approximately two weeks due to family medical emergencies,

1 ongoing emergent care of a young man that Dr. Siems refers to as his step-son upon return
2 to the United States from Europe, and the necessity of a restraining order on December 23,
3 2022. The undersigned Hearing Officer declines to include details of those matters here to
4 protect the privacy of Dr. Siems' and his family members. Suffice it to say that
5 circumstances involving the mother of his children, and the young man whom Dr. Siems
6 refers to as his step-son, were in crisis stage, which, according to sworn testimony, were
7 physically and emotionally consuming. T.75-141;

8 Dr. Siems received a letter from the PACE program advising that the program
9 could not accommodate Dr. Siems. That letter was dated April 6, 2023. T.82,
10 Respondent's Exhibits p.0147;

11 Dr. Siems believes it is the Board's responsibility to determine whether or not the
12 PACE program could accommodate him. Dr. Siems does not feel it is his responsibility to
13 make that determination. T.84;

14 Dr. Siems testified that he waited four months, i.e. until the PACE program letter of
15 April 6, 2023, to discover / confirm that PACE could not accommodate him. T.89;

16 Dr. Siems asked his witness Amel Youssef, O.D., if the trauma they jointly
17 experienced because of her son's medical emergencies could distract a person "enough that
18 mundane parts of life, perhaps, were ignored and made oblivious?" She testified in the
19 affirmative. T.114-115;

20 ANALYSIS

21 This Hearing Officer did not find any witness who testified at the hearing to have
22 credibility issues. While the witnesses called by Dr. Siems could be argued to be self-
23 serving, those witnesses presented as genuine and factual. This Hearing Officer takes their
24 testimony, along with all of that elicited by the IC, at full face value.

25 Dr. Siems executed the Settlement Agreement on November 24, 2021. He soon
26 thereafter learned that pursuant to an Order of the Board, he had until December 3, 2022,
27 to complete the conditions of his resolution. He first contacted the PACE program on
28 October 31, 2022, one month and three days before his deadline for full completion of all
conditions. That deadline came and went without Dr. Siems handling his CME or PACE

1 obligations. On December 27, 2022, Dr. Siems' license was summarily suspended for his
2 failure to comply with the conditions of the Settlement Agreement. A formal noticed
3 hearing confirming the suspension was held February 2, 2023. It was after that hearing
4 that Dr. Siems completed his CME requirements, which was more than two months out of
5 compliance. Dr. Siems received a letter confirming that the PACE program could not
6 accommodate him on or after April 6, 2023, just a week prior to the formal Hearing on the
7 Complaint alleging his failure to comply. And while Dr. Siems had his office manager
8 contact the IC with a status update on his compliance at some time in December, 2022,
9 (most likely after his December 3 deadline), at no time – either before or after the deadline
10 - did Dr. Siems or his staff ever request additional time to complete his requirements under
11 the Settlement Agreement.

12 Dr. Siems offered what is genuinely a compassion-evoking explanation of a series
13 of unfortunate and even tragic events in his life - not the results of his doing - and which no
14 doubt required a great deal of his time and attention. The evidence is clear that he
15 responded well to loved ones in need. His actions were indeed admirable.

16 Unfortunately, Dr. Siems' defense is measured against three harsh realities. First,
17 as he readily acknowledged, Dr. Siems failed to comply with the terms of his Settlement
18 Agreement and the Board's Order mandating such. Second, Dr. Siems made no contact
19 with the PACE program till he was only thirty-three days away from his deadline. Third,
20 Dr. Siems did not reach out to the IC until after his deadline passed, and even when he had
21 his office manager call, it was to provide a status update and not to seek additional time to
22 comply. Further, it is apparent from the record that the great majority of the challenges
23 that occurred in Dr. Siems' personal life arose either just prior to his compliance deadline –
24 and some even occurred thereafter (such as the necessity of obtaining a restraining order).

25 Dr. Siems also offers as part of his defense that it should have been the Board's
26 responsibility to ensure that the PACE program could accommodate his area of specialty /
27 expertise before including such in the Settlement Agreement. While not fully articulated in
28 the record, it appears to the Hearing Officer that those involved in crafting the Settlement
Agreement had ample cause to believe based on past experience that the PACE program

1 could serve a physician of Dr. Siems' specialty. It is also apparent from the record that
2 Covid-19 had impacted the ability of the PACE program to accommodate some specialties.
3 Accordingly, the Hearing Officer does not recognize a basis to leave upon the Board sole
4 responsibility for the potential availability of the PACE program to function for Dr. Siems.
5 As stated repeatedly by the IC's counsel Mr. White, had Dr. Siems not waited 333 days to
6 initiate contact with PACE, this case could have been quite different. Ms. LaRue made
7 sufficiently clear that timely notice of any deficiency in the ability of the PACE program to
8 serve in this case would have allowed the Board to amend its requirements. Finally, there
9 is the logical reality that the party on the hook, i.e. the one with his licensure at stake,
10 ought to engage in sufficient due diligence to ensure he is doing all that is required to
11 preserve his valuable practice. Dr. Siems offered no explanation as to why he did not
12 reach out to PACE until October 31, 2022, or why he did not complete his CMEs from the
13 time he signed the Settlement Agreement in November, 2021, until his personal challenges
14 arose in late November 2022. Finally, it must be recognized that Dr. Siems' counsel – who
15 was an extension of Dr. Siems, participated in the negotiating and crafting of the
16 Settlement Agreement. And it was Dr. Siems who executed that Agreement. And
17 accordingly, Dr. Siems shares responsibility for what that Agreement contains.

18 It is also significant that the statute at issue here is one of strict liability. While Dr.
19 Siems argues that the statute does not prohibit consideration of extenuating circumstances,
20 that does not obviate the plain language of the law that "knowingly or willfully failing to
21 comply with . . . [an] order of the Board constitutes grounds for initiating disciplinary
22 action. The Settlement Agreement became an Order of the Board when the Board
23 approved it. The Order is the final page of the Agreement. Dr. Siems candidly admitted
24 he knew that he did not comply with that Order. The knowing prong of the statute is thus
25 satisfied. And while not a necessary finding or conclusion since either a knowing *or*
26 willful violation will trigger the ramifications of the statute, it can reasonably be
27 determined that Dr. Siems' failure to comply was willful considering the long delay before
28 he took any action whatsoever. The Hearing Officer finds Dr. Siems' passive description
of the Board's Order as a "mundane part of life" as a reflection of the amount of concern

1 he had for the Order, which is further reflected in the long delay before any action was
2 taken whatsoever. In any event, the knowing violation is clear and convincing, thus
3 exceeding the IC's burden of proving their case by a preponderance of the evidence.

4 **CONCLUSION**

5 This Hearing Officer, while readily acknowledging the significant trying life events
6 experienced by Dr. Siems and his family, must recommend that the Board find that
7 Respondent Dr. Jon Lane Siems, M.D., violated the statute as alleged in the Complaint, in
8 that he knowingly failed to comply with the terms of the Order contained within the
9 Settlement Agreement. There is no doubt room for compassion for Dr. Siems in all he
10 experienced in his personal life right around the compliance deadline. But those
11 extenuating circumstances do not negate the knowing failure to meet his mandated
12 obligations, especially when he took no action to inform the Board of those circumstances
13 and/or to seek additional time to comply, or to have the requirements duly amended.

14
15 Respectfully submitted this 8th day of May, 2023.

16
17
18 

19 Charles B. Woodman, Hearing Officer
20
21
22
23
24
25
26
27
28

3

1

BEFORE THE BOARD OF MEDICAL EXAMINERS

2

3

OF THE STATE OF NEVADA

4

FILED

5

APR 21 2023

6

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

7

By: 

8

9 In the Matter of Charges
and Complaint Against:

Case No. 19-13009-2

10

JON LANE SIEMS, M.D.,

11

Respondent.

12

_____/

13

14

TRANSCRIPT OF HEARING PROCEEDINGS

15

16 Held at the Nevada State Board of Medical Examiners

17

9600 Gateway Drive

18

Reno, Nevada

19

20

Thursday, April 13, 2023

21

22

23

24 Reported by: Brandi Ann Vianney Smith

25 Job Number: 978048

A P P E A R A N C E S:

THE HEARING OFFICER: CHARLES WOODMAN, ESQ.
584 Plumb Lane, Suite B
Reno, Nevada 89509

FOR THE INVESTIGATIVE
COMMITTEE OF THE NEVADA
STATE BOARD OF MEDICAL
EXAMINERS:

DONALD K. WHITE, ESQ.,
Senior Deputy General
Counsel
Nevada State Board of
Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
dwhite@medboard.nv.gov

FOR THE RESPONDENT: JON LANE SIEMS, M.D.,
In Pro Se

ALSO PRESENT: MERCEDES FUENTES
TRACY BONNER
Legal Assistants
Nevada State Board of
Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521

TRANSCRIPT OF PROCEEDINGS - 04/13/2023

1	I N D E X		Page 3
2		PAGE	
3	OPENING STATEMENTS		
4	By Mr. White	6	
5	By Dr. Siems	70	
6	WITNESSES		
7	On behalf of the Investigative Committee:		
8	Johnna LaRue		
	Direct Examination by Mr. White	13	
9	Cross-Examination by Dr. Siems	36	
	Redirect Examination by Mr. White	44	
10	Jon Lane Siems, M.D.		
11	Direct Examination by Mr. White	51	
12	On behalf of Dr. Siems:		
13	Jon Lane Siems, M.D.		
14	Direct Examination by Dr. Siems	74	
	Cross-Examination by Mr. White	84	
15	Amel Youssef, O.D.		
16	Direct Examination by Dr. Siems	101	
	Cross-Examination by Mr. White	116	
17	Redirect Examination by Dr. Siems	124	
18	Tonya Smalls		
	Direct Examination by Dr. Siems	128	
19	Cross-Examination by Mr. White	135	
	Redirect Examination by Dr. Siems	140	
20			
21	CLOSING ARGUMENTS		
22	By Mr. White	142, 159	
23	by Dr. Siems	150	
24			
25			

E X H I B I T S

1		
2		
3	(Admitted but not attached)	PAGE
4	On behalf of the Investigative Committee:	
5	Exhibit 1 Letter re: Settlement Agreement	17
6	Exhibit 2 Settlement Agreement	29
7	Exhibit 3 Email re: withdrawal	31
8	Exhibit 4 Proof of Service	25
9		
10	On behalf of the Respondent:	
11	Exhibits Bates numbered 1 to 147	59
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 RENO, NEVADA -- 4/13/2032 -- 9:18 A.M.

2 -oOo-

3

4

5 HEARING OFFICER WOODMAN: We are on the
6 record now in the matter of the charges in the
7 complaint against Jon Lane Siems, MD. This is case
8 number 19-13009-2, before the Board of Medical
9 Examiners of the State of Nevada.

10 Mr. Donald White is here as counsel for
11 the Board's Investigative Committee.

12 And, Ms. Reporter, if at any point anyone
13 here talks about the IC, we're talking about the
14 Investigative Committee.

15 And Dr. Siems is appearing remotely via
16 audio/visual communication from the Board's Southern
17 Nevada office in Las Vegas. He is representing
18 himself, as he has in the past.

19 And, of course, we want that make it clear
20 on the record, Dr. Siems, that you're always free to
21 retain counsel to represent you. You've been aware
22 of that fact and you have continued to choose to
23 represent yourself, is that correct, sir?

24 DR. SIEMS: Yes.

25 HEARING OFFICER WOODMAN: Very good. All

1 right.

2 So, we've handled minor housekeeping items
3 off the record.

4 At this time, Mr. White will have the
5 floor to make an opening statement on behalf of the
6 Board's Investigative Committee.

7 OPENING STATEMENTS

8 BY MR. WHITE:

9 Thank you. Thank you, everyone, for being
10 here and participating.

11 Three hundred and thirty-three days is
12 what we have here. This is the story of this case.

13 From the day that the Board approved the
14 settlement agreement in the underlying matter that
15 brings us here today, that day was December 3rd,
16 2021, Dr. Siems, according to some of his evidence,
17 first reached out to the PACE program on
18 October 31st, 2022.

19 By my math, that's three hundred and
20 thirty-three days of not reaching out to PACE and
21 taking care of that requirement. It's going to be
22 important, and you'll know why throughout this
23 hearing, and I will accentuate what that means in my
24 closing too.

25 This formal hearing is to present evidence

1 to determine if Dr. Siems violated the sole count of
2 knowing or willful failure to comply with a Board
3 order, pursuant to NRS 630.3065, subsection 2,
4 subsection a.

5 It is important to note the word "or" in
6 the statute. The IC is only required to prove that
7 Dr. Siems' actions were knowing or willful.

8 Dr. Siems has been licensed since December
9 of 1999. He is well aware of how this Board
10 operates. He has been licensed now 24 -- almost 24
11 years, 23 years.

12 The IC is not here to prove that or accuse
13 Dr. Siems of being malicious or -- they don't have
14 to prove that he had total disregard for the Board,
15 it's just that it was knowing or willful that he did
16 not comply with the Board order, which was the
17 Settlement Agreement in this matter.

18 The Investigative Committee, the IC,
19 issued a suspension of Dr. Siems's license to
20 practice medicine in Nevada on December 27th, 2022.
21 We had a hearing on that, as required by statute, on
22 February 2nd, 2023.

23 You, Mr. Woodman, presided over that, and
24 as we spoke a little earlier, the record was clear
25 from the transcript that the suspension should

1 continue pending a formal hearing, which is why
2 we're here today, for that formal hearing.

3 The burden of proof for the IC is a little
4 different than it was at the suspension hearing.
5 The suspension hearing we just have to show a
6 reasonable basis that he violated that Board order
7 and should be suspended or remain suspended after
8 that order of suspension was issued on December
9 27th.

10 It's a little -- obviously a little less
11 burden to meet today. It will be -- have to be by
12 -- the IC will have to prove by a preponderance of
13 the evidence that he was willful and knowing in his
14 violation of the Board order.

15 The IC agreed with the recommendation of
16 the Hearing Officer, Mr. Woodman, and Dr. Siems
17 remained suspended to this day.

18 The testimony and evidence that will be
19 presented today will establish, by a preponderance
20 of the evidence, that Dr. Siems knowingly or
21 willfully failed to comply with the Board order. In
22 other words, that Settlement Agreement from December
23 of 2021.

24 The IC will present evidence today showing
25 that Dr. Siems had ample notice of and ample

1 opportunity to comply with the terms of the
2 Settlement Agreement.

3 Johnna LaRue will be one of the witnesses
4 today. She's Deputy Chief of Investigations and
5 also plays a dual role, she's Compliance Officer.
6 And so she -- her duty and her task on a daily basis
7 is to ensure the Board and Board staff that doctors
8 and other licensees who have been disciplined are
9 complying with the terms of their agreement.

10 Johnna LaRue, she -- you will see from the
11 evidence that she sent a letter Dr. Siems's attorney
12 of record at the time to reiterate the terms and
13 timelines of his Settlement Agreement. This is a
14 Settlement Agreement that, at the time, Dr. Siems
15 had counsel, and he signed it. And it is Exhibit 2
16 of the four exhibits that the IC has.

17 He was well aware of the terms, and he did
18 have that follow-up letter completely laying it out,
19 what he needed to do and what the timelines were.

20 That letter was also accompanied by the
21 Settlement Agreement, the attached Board order and
22 other documents.

23 It's also important to note that
24 Dr. Siems, or any licensee for that matter, can look
25 up and print, if they want to, their Settlement

1 Agreement, because it's posted on the website. It's
2 in PDF form, and it can be downloaded and printed if
3 they have any questions. And they can call Ms.
4 LaRue and find out -- if there's something they
5 don't understand, they can ask her questions. She
6 fields questions like that all the time.

7 The exhibits provided by Dr. Siems show
8 that he was contacting the PACE program ahead of
9 December 3rd, 2022 deadline, which in turn shows
10 that he was well aware and knew, I think -- which
11 will fulfill the knowing requirement we need to
12 prove -- the IC needs to prove that he had to
13 complete the PACE program and 20 hours of CMEs by
14 December 3rd, 2022.

15 Finally, the evidence will show that
16 Dr. Siems nor his attorney or anyone affiliated with
17 them or anybody from Dr. Siems's office called Board
18 staff to request an extension to complete the terms
19 of the Settlement Agreement.

20 Things happen on occasion, and just
21 anecdotally, in general terms, Board staff will work
22 with people, especially if they are well before the
23 deadline and find out that there's something that
24 came up. We do work with licensees that are under
25 some sort of discipline, but they have terms and

1 requirements to fulfill, we will work with them.

2 And so I think all this evidence will
3 combine to show that Dr. Siems knowingly or
4 willfully failed to comply with that order, pursuant
5 to the Nevada Revised Statutes.

6 Thank you.

7 HEARING OFFICER WOODMAN: Thanks very
8 much.

9 Dr. Siems, would you like to make an
10 opening statement now? Would you defer that to the
11 beginning of your case at which time you can either
12 decide to do it or not? It's completely your call.

13 DR. SIEMS: I would like to wait until
14 Mr. White's done with his case, so I can present it
15 in a continuum so it's chronologic. That makes a
16 little more sense.

17 HEARING OFFICER WOODMAN: That makes sense
18 to me as well. Thank you. We'll hold off, and
19 you'll have the right to make an opening statement
20 before you begin your case in chief.

21 All right. With that, Mr. White, go ahead
22 and call -- is Ms. LaRue going to be your first
23 witness?

24 MR. WHITE: Yes. I call Johnna LaRue.
25 And going to get her right now.

1 HEARING OFFICER WOODMAN: Very good.

2 MR. WHITE: I guess this is a good time
3 while we're on the record. I will invoke -- and I
4 think it's already been kind of -- there's no
5 witnesses sitting with Dr. Siems in the room that I
6 can see -- invoke to Rule of Exclusion, and it goes
7 for us too, so witnesses aren't here and being
8 tainted, possibly, by other testimony.

9 HEARING OFFICER WOODMAN: So, with that
10 invitation, I'll order the Rule of Exclusion.

11 Dr. Siems, what that means is if you have
12 anyone with you who you intend to call as a witness
13 in this hearing, they have to remain outside of the
14 room there where you are so they can't hear the
15 proceedings, except for when they're actually
16 testifying. All right?

17 DR. SIEMS: Yes. I was informed of that.

18 HEARING OFFICER WOODMAN: All right. It
19 also means when -- if you have more than one witness
20 and they're outside at the same time, they are not
21 allowed to discuss their testimony or anything that
22 happens. When they're in the proceeding, they can't
23 discuss that when they're outside the proceeding.
24 All right.

25 THE WITNESS: Good morning.

1 HEARING OFFICER WOODMAN: Good morning.

2 How are you?

3 THE WITNESS: Doing good. Thanks. How
4 are you?

5 HEARING OFFICER WOODMAN: Good. Good to
6 have you with us. Thank you. You are Johnna LaRue?

7 THE WITNESS: Correct.

8 HEARING OFFICER WOODMAN: Is there
9 something that you wanted to ask?

10 MR. WHITE: I wanted to ask, Dr. Siems,
11 can you see Ms. LaRue on your screen pretty clearly?

12 DR. SIEMS: Yes.

13 MR. WHITE: Okay. Good.

14 HEARING OFFICER WOODMAN: All right.

15 If you'll raise your right hand, I will
16 ask our reporter to swear you in.

17 (The oath was administered.)

18 THE WITNESS: I do.

19 DIRECT EXAMINATION

20 BY MR. WHITE:

21 Q. Good morning, Ms. LaRue.

22 A. Good morning.

23 Q. Please, for the record, the Hearing
24 Officer, and the court reporter, would you please
25 spell your first and last name.

1 A. J-O-H-N-N-A L-A capital R-U-E.

2 Q. And Ms. LaRue, where do you work?

3 A. Nevada State Board of Medical Examiners.

4 Q. In what capacity do you work for the
5 Nevada State Board of Medical Examiners?

6 A. I'm the Deputy Chief of Investigations and
7 the Compliance Officer.

8 Q. How long have you worked at NSBME?

9 A. Seventeen years, ish.

10 Q. Have you been doing both of those titles
11 for the full 17 years?

12 A. No, not for the full 17 years. I've been
13 the compliance officer since 2009, and the deputy
14 chief since 2021.

15 Q. And before you became deputy chief, did
16 you have another -- were you an investigator for the
17 Board?

18 A. Yes.

19 Q. So, we're here today for a hearing to
20 present evidence so that the Board can determine if
21 Dr. Siems violated the Medical Practice Act; are you
22 aware of that?

23 A. Yes.

24 Q. As a compliance officer, are you tasked
25 with keeping track of whether licensees comply with

1 settlement agreements and Board orders?

2 A. Yes.

3 Q. Do you ever receive phone calls from
4 licensees wanting, maybe, some clarification or
5 have -- they have questions for you?

6 A. Yes. All the time.

7 Q. Do you field those on daily basis?

8 A. Not daily basis, but, yes, often.

9 Q. On a weekly basis, do you field calls like
10 that?

11 A. Yes. Yes.

12 Q. Okay. I'm going to -- thank you.

13 I'm going to draw your attention now to
14 Exhibit 1, that's in front of you. I'd ask you to
15 take a look at for a moment, and then look up when
16 you're finished?

17 A. All right.

18 Q. Are you familiar with Exhibit 1?

19 A. Yes.

20 Q. Okay. What is that?

21 A. This is my compliance letter that I send
22 to all the respondents.

23 Q. Okay. And so when you say "compliance
24 letter," this goes to all licensees, respondents
25 that have been disciplined by the Board?

1 A. Correct.

2 Q. And do you send those out after each Board
3 meeting?

4 A. Yes. After each Board meeting, I send
5 this out in a packet with a settlement and agreement
6 and public reprimand, if that was included in the
7 settlement.

8 Q. And notably in this one, there's a date at
9 the top, and what date is that that you see?

10 A. The date I sent the letter was December
11 14th, 2021.

12 Q. Okay. And this was in regards to a Board
13 meeting of what date? If you look down the page a
14 little bit.

15 A. December 23rd, 2021.

16 Q. Okay. And it looks like it was sent to
17 Dr. Siems. It was actually sent to whom?

18 A. These compliance letters are sent to the
19 physician, in care of the attorney that represented
20 them during the course of the settlement
21 proceedings.

22 Q. Okay. So this was actually sent to David
23 Mortensen?

24 A. Yes.

25 Q. Okay. And was David Mortensen his

1 attorney of record at that time?

2 A. At the time, yes.

3 Q. Now, I want you to go down, about half way
4 down the page on Exhibit 1 -- actually.

5 So, go to the back page, actually. And I
6 just want to know is that your signature at the
7 bottom of the page?

8 A. Yes.

9 Q. And your name and title; correct?

10 A. Correct.

11 Q. Okay.

12 MR. WHITE: I would move to admit Exhibit
13 1, please.

14 HEARING OFFICER WOODMAN: Dr. Siems, do
15 you have any objection to the admission of Exhibit 1
16 into the record?

17 DR. SIEMS: No.

18 HEARING OFFICER WOODMAN: All right.
19 Exhibit 1 is admitted.

20 (Investigative Committee's
21 Exhibit 1 was admitted.)

22 MR. WHITE: Thank you.

23 BY MR. WHITE:

24 Q. All right. Half way down page 1 of this
25 exhibit, I'm starting with "As a result, the Board

1 entered its order as follows."

2 Where do you get the bullet points that
3 are right below that?

4 A. Directly from the Settlement Agreement.

5 Q. And at the bottom, it looks like -- is
6 that in all of them -- all of these compliance
7 letters? At the very bottom, there's a paragraph,
8 it gives your phone number and if you have
9 questions. Does that go on all of them?

10 A. Yes. It's a standard letter.

11 Q. Okay. And then starting at where it says,
12 "Included in the order" -- this is on page 2,
13 "Included in the order are mandatory actions that
14 you must fulfill, some of which include," and there
15 are five numbers there. Do you see those?

16 A. Yes.

17 Q. And where did you get those?

18 A. This information comes directly from the
19 Settlement Agreement.

20 Q. Now, number 3, what is that talking about?
21 What is a CME?

22 A. Continuing medical education.

23 Q. Okay. He was to perform those by what
24 date?

25 A. One year, which would be December 3rd,

1 2022. That's his deadline date.

2 Q. And number 4, is that in reference to the
3 PACE program?

4 A. Yes.

5 Q. Okay. When was he required to have that
6 done?

7 A. Within one year, December 3rd, 2022.

8 Q. And from this, does it look like the Board
9 wanted that all done, including a possible report
10 generated by the PACE program and doctors there, by
11 December 3rd, 2022?

12 A. Yes.

13 Q. And that -- was he supposed to also follow
14 any and all recommendations presented in that
15 report?

16 A. Yes.

17 Q. Number 5 discusses some other terms. And
18 you say these were taken from the Settlement
19 Agreement?

20 A. Correct.

21 Q. The Settlement Agreement was attached to
22 this letter too, was it not?

23 A. Yes. It was included.

24 Q. And what does number 5 state that
25 Dr. Siems should have been aware of?

1 A. His probationary period, which is for a
2 period of 60 months, which comes out to five years.

3 Q. Okay. And starting with, "If respondent
4 fails to demonstrate compliance," what was going
5 to -- it looks like he was on notice for --
6 something had happened. What is that?

7 A. (Reading from document).

8 "If respondent fails to
9 demonstrate compliance with
10 the terms and conditions of
11 this agreement, or
12 otherwise violates the
13 terms of this agreement or
14 the Medical Practice Act,
15 the IC shall be authorized
16 to immediately suspend
17 respondent's license to
18 practice medicine in
19 Nevada, pending an order to
20 show case hearing on
21 immediate suspension of his
22 license, which hearing will
23 be duly noticed."

24 Q. And are you aware that we've had that
25 order to show case hearing on February 2nd?

1 A. Yes.

2 Q. And you were actually a listed witness;
3 are you aware of that?

4 A. Yes.

5 Q. Okay. I'd like you to turn to page --
6 excuse me -- Exhibit 4. Take a look at that and
7 just kind of look up at me when you've had a chance
8 to look at it.

9 A. (Witness complied).

10 Q. Okay. Thank you.

11 What is -- well, first of all, are you
12 familiar with Exhibit 4?

13 A. Yes.

14 Q. All right. What is that?

15 A. This is Poof of Service that the
16 information that I mailed and my packet was
17 received.

18 Q. Okay. And did you receive this --
19 actually did you send out this Proof of Service or
20 did somebody else do it for you? If you remember.

21 A. Oh, I keep this Proof of Service with me.
22 And then when I receive confirmation that the packet
23 was received, I have it filed and kept in the Board
24 file. It's kept in my office.

25 Q. Okay. Is that what we're looking at on

1 NSBME number 15, which is the second page of Exhibit

2 4?

3 A. Yes.

4 Q. Is that the confirmation you just spoke
5 of?

6 A. That is the confirmation from the USPS
7 that it was received and signed for.

8 Q. Okay. And is that -- it looks like
9 there's a date at the top. When was that -- what's
10 the date at the top there?

11 A. December 29, 2021.

12 Q. Okay. So you wrote and sent the letter,
13 Exhibit 1, on December 14th?

14 A. Correct.

15 Q. And you received confirmation on December
16 29th. It is addressed to you?

17 A. Yes.

18 Q. Okay. All right.

19 MR. WHITE: I would move to admit Exhibit
20 4.

21 HEARING OFFICER WOODMAN: Dr. Siems, any
22 objection to the admission of the IC's Exhibit 4?

23 DR. SIEMS: I guess the objection would be
24 does it spell out or address who received that,
25 specifically?

1 HEARING OFFICER WOODMAN: I'm going to
2 take that as a voir dire question.

3 Mr. White, do you want to address that?

4 MR. WHITE: Sure. Yes.

5 BY MR. WHITE:

6 Q. Can you tell us, Ms. LaRue, who -- what
7 does it say by signature of recipient?

8 A. Um, there's someone's signature, it looks
9 like, potentially, a date, and an address.

10 Q. Yes. Either a date or -- what was
11 happening up -- at least up through 2021, it looks
12 like, is that "C19"?

13 A. It looks like that's what it says. I'm
14 not quite sure what that means.

15 There was a signature of the person who
16 received it and the address of the location where
17 they submitted it.

18 Q. Are you at all familiar or did you have an
19 experience when you would send out these letters
20 that during COVID-19, the delivery or confirmation
21 of delivery might put "C19" in there?

22 A. Correct. Yes.

23 Q. Okay. Going back to Exhibit 1, I'd like
24 you to take a look at the first page, and, again,
25 you had sent this to Mr. Mortensen's office; is that

1 correct?

2 A. Yes.

3 Q. Okay. And I would like you to take a look
4 at the address you have for Mr. Mortensen in your
5 letter and tell me if that looks kind of the same as
6 the address of the recipient on page 15 of our
7 exhibits?

8 A. Yes. The numbers are matching, 8945, and
9 it looks like the suite number is there as well,
10 300. I couldn't say that that says "Russel," but
11 it's possible, with this handwriting, whoever signed
12 it was Russell.

13 Q. And do you know -- it looks like, maybe a
14 "T" and then a "P" or something like that. Do you
15 know who that person is who signed for this?

16 A. No, I do not.

17 Q. Okay. But it's -- is it common that the
18 addressee is not always the person that signs it,
19 especially if you sent it to an attorney at their
20 office?

21 A. Oh, yes. It gets received by the
22 receptionist at the front desk, whose name I do not
23 know.

24 MR. WHITE: I will again move to admit
25 Exhibit 4.

1 HEARING OFFICER WOODMAN: Before I decide
2 that, I'm going to ask a question to clarify.

3 Ms. LaRue, the second page of Exhibit 4
4 that -- from the United States Postal Service, is
5 that a document that you routinely receive back when
6 you send out mailings?

7 THE WITNESS: Yes. When I request for
8 tracking through the USPS, you can request for them
9 to send you a signature page, and they email it
10 directly to you.

11 HEARING OFFICER WOODMAN: Okay. So you
12 receive that just in the normal course of what you
13 do?

14 THE WITNESS: Yes.

15 HEARING OFFICER WOODMAN: So, I will just
16 say that I'm going to admit Exhibit 4.

17 I think that, aside from the fact that she
18 received these back in the ordinary course of what
19 she does -- or at least part of what she does, there
20 is that address of the recipient, the 8945, that
21 matches up to the address on the letter.

22 So, Exhibit 4 is admitted.

23 (Investigative Committee's
24 Exhibit 4 was admitted.)

25 MR. WHITE: Thank you.

1 BY MR. WHITE:

2 Q. And I'll follow up with what you just
3 asked, Mr. Woodman, a little bit now.

4 So, there's "Item Details" on that page 2,
5 which is actually page 15 for us --

6 A. Um-hum.

7 Q. -- of Exhibit 4. Okay. And you see "Item
8 Details"?

9 A. Yes.

10 Q. So, what does the status say?

11 A. "Delivered, Front Desk/Reception/Mail
12 Room."

13 Q. Okay. And it actually was delivered on
14 what date?

15 A. December 18, 2021, at 9:54 A.M.

16 Q. Okay. And I'll skip down to -- what did
17 you arrange for -- it says "postal product," what
18 did you arrange for?

19 A. First class mail.

20 Q. Okay. And extra services?

21 A. Certified mail, return receipt electronic.

22 Q. And is that what we're looking at? Is
23 this an electronic receipt?

24 A. Yes.

25 Q. Okay.

1 A. And the tracking number is the same as the
2 one that I stick to the original document that is on
3 page 1.

4 Q. Okay. I see. Okay. So, yeah. Yeah,
5 there's a tracking number on the top of page 2, near
6 the top of page 2, and does that match with the one
7 that you stuck on the Proof of Service, which is
8 page 1?

9 A. Yes.

10 Q. Of Exhibit 4. Thank you.

11 Okay. I'd like you to turn to Exhibit 2,
12 review it for a moment, and then look up when you've
13 had a chance to do that.

14 A. (Witness complied).

15 Q. Thank you. Are you familiar with Exhibit
16 2?

17 A. Yes.

18 Q. What is that?

19 A. It's the Settlement Agreement between the
20 Board to Dr. Jon Siems.

21 Q. And that's in case number -- what do you
22 see at the top right there?

23 A. 19-13009-2.

24 Q. Okay. Now, if this -- okay, first of all,
25 is it fair to say that you've seen many settlement

1 agreements?

2 A. Yes.

3 Q. In your career?

4 A. Yes.

5 Q. Okay. Is this the Settlement Agreement

6 you sent as part of the list that is on page 14?

7 A. Yes.

8 Q. Okay. In Exhibit 4. Okay.

9 I'd like you to turn to page 10, NSBME 10,
10 still on Exhibit 2. Do you see dates and signatures
11 by various parties?

12 A. Yes.

13 Q. Okay. Do you see my signature?

14 A. Yes.

15 Q. And a date. And you see Dave Mortensen
16 signed it?

17 A. Yes.

18 Q. And you also see that Dr. Siems signed it?

19 A. Yes.

20 Q. What date did he sign it?

21 A. November 24th, 2021.

22 MR. WHITE: I don't think -- I'd move to
23 admit it, but it's already part of -- it's filed
24 documents, so it's part of the docket anyway.

25 HEARING OFFICER WOODMAN: And because of

1 that, I'm going to admit it because it is part of
2 the formal record.

3 (Investigative Committee's
4 Exhibit 2 was admitted.)

5 And off the record for just a brief
6 moment.

7 (Off-the-record discussion.)

8 BY MR. WHITE:

9 Q. I'd like you to -- I guess, let me ask you
10 an objective question after what we've gone through.

11 A. Okay.

12 Q. Do you have any doubts in your mind that
13 Dr. Siems knew exactly what he needed to do to
14 comply with the Settlement Agreement?

15 A. Oh, I have no doubt he understood.

16 Q. And then he -- and he had ample time, a
17 year?

18 A. Yes.

19 Q. I'd ask you to turn to Exhibit 3.

20 A. Mm-hmm.

21 Q. And -- obviously, it's not addressed to
22 you, so I don't expect you to remember receiving
23 this or anything, but can you see that it's -- what
24 is that? And I'm really referring to just the
25 bottom half of page 12 of Exhibit 3.

1 A. Is an email from Mr. Mortensen to you
2 explaining that he's no longer representing
3 Dr. Siems.

4 Q. Okay. And you did not receive this?

5 A. No. Not directly.

6 Q. Did somebody in the office, maybe even
7 myself, make you aware that this had occurred?

8 A. Yes.

9 Q. Okay. And this letter -- excuse me --
10 this email is dated which day?

11 A. Mr. Mortensen sent the email November
12 18th, 2022.

13 Q. Okay. So at that point, since you were
14 made aware of it, would you have sent all further
15 correspondence directly to Dr. Siems?

16 A. Yes.

17 Q. Until further notice, I guess, unless he
18 got another attorney; right?

19 A. Correct. Until I was notified that there
20 was somebody else representing him.

21 Q. So it's important when other people in the
22 office get this -- get documents or emails like
23 this, it's important for them to alert you that this
24 occurred?

25 A. Yes. Mr. Mortensen should have included

1 me on this email, but it's important, yes, that I
2 get notified of all of those changes.

3 Q. Did you have any reason to doubt that this
4 letter -- excuse me -- this email isn't what it
5 appears to be? In other words, did you -- were of
6 the belief that Mr. Mortensen had cut ties with
7 Dr. Siems in representing him?

8 A. Yes.

9 Q. Okay.

10 MR. WHITE: I move to admit Exhibit 3.

11 HEARING OFFICER WOODMAN: Dr. Siems, any
12 objection to the admission of Exhibit 3?

13 DR. SIEMS: No.

14 HEARING OFFICER WOODMAN: Exhibit 3 is
15 admitted.

16 (Investigative Committee's
17 Exhibit 3 was admitted.)

18 MR. WHITE: Thank you.

19 BY MR. WHITE:

20 Q. And I just have some general questions for
21 you, Ms. LaRue, and then we'll allow Dr. Siems to
22 cross-examine.

23 Ms. LaRue, at any time did Mr. Mortensen
24 call you and ask for an extension for Dr. Siems to
25 complete his requirements?

1 A. No.

2 Q. Did anybody from Mr. Mortensen's office
3 call you and ask for an extension for Dr. Siems?

4 A. No.

5 Q. Did Dr. Siems call you himself and ask for
6 an extension for him to complete his requirements?

7 A. No.

8 Q. Did anyone from Dr. Siems's office call
9 you and ask for an extension for Dr. Siems to
10 complete these requirements?

11 A. No.

12 Q. And you've had discussions before with
13 other people in his office?

14 A. No.

15 Q. Never have?

16 A. No.

17 Q. Have you received emails before from
18 anyone?

19 A. No.

20 Q. Okay. No one in his office?

21 A. No.

22 Q. Okay. Not just in terms of this case, I
23 mean ever?

24 A. Um, let me think about that. It's very
25 possible that we had a prior settlement agreement

1 that I received an email from someone in his office,
2 I couldn't tell you who, but for this proceeding,
3 no. For this entire year, I haven't heard anything.
4 He hasn't communicating with me directly at all, and
5 no one from his office does either.

6 Q. Is there anyone else I may have forgotten
7 to mention that called you and asked for an
8 extension for Dr. Siems?

9 A. No. Nobody -- in regards to this case,
10 nobody's communicated with me, other than you, in
11 regards to Dr. Siems.

12 Q. Okay. Now, if you can remember, and I
13 don't want you to get too deep in the details, but
14 have we ever accommodated Dr. Siems or licensees
15 when they've requested an extension?

16 A. Yes, we have.

17 Q. Okay. That extension may go beyond the
18 deadline that they originally were given to comply
19 with their settlement agreement?

20 A. Yes. With extenuating circumstances, an
21 additional, say, 30 days can be given to someone to
22 pay fees or in addition to -- or if they can provide
23 proof that they've paid for such a course that isn't
24 allowed in that time period, they're given the
25 extension as long as they can provide proof they've

1 paid it within the deadline date.

2 Q. So maybe even like proof of enrollment in
3 a CME that they need to do? Some CMEs that they
4 need to do would be --

5 A. Correct. If a CME isn't offered in that
6 60 days, 90 days, six months, if they can prove that
7 they've enrolled and paid for it but the date of the
8 course is actually outside the deadline date, the
9 extension is allowed. But they have to provide
10 proof that they've enrolled and paid for that
11 course.

12 So, yes, that's been allowed.

13 MR. WHITE: I don't think I have any
14 further questions. Oh, yeah, I do, actually.

15 BY MR. WHITE:

16 Q. So, Dr. Siems, did he get his CMEs that
17 we've been talking about? The PACE program. Did he
18 get his PACE program done within the deadline of
19 December 3rd, 2022?

20 A. No.

21 Q. Okay. And had he enrolled in PACE by
22 December 3rd, 2022?

23 A. No.

24 Q. And he also had some CMEs, according to
25 the Settlement Agreement, that he needed to do. Did

1 he get those done by the deadline of December 3rd,
2 2022?

3 A. No.

4 Q. Okay. And has he since completed those
5 CMEs?

6 A. Yes.

7 Q. I don't know what exhibit it is, but it
8 looks like he completed them after the suspension
9 hearing on February 2nd, and he completed them on
10 February 4th and 5th, as far as the records -- CMEs
11 that he needed to do?

12 A. Yes. He was required to do two separate
13 CMEs. One was for some kind of an eye, something in
14 regards to the eyes, since he was an
15 ophthalmologist. And the other one was medical
16 records.

17 The prior fifteen hours for the
18 ophthalmology surgery, he did do prior. And then
19 the CMEs for medical records were just received
20 February 4th and 5th, I think, is when he did those.

21 Q. Okay.

22 MR. WHITE: That's all the questions I
23 have. I pass this witness.

24 HEARING OFFICER WOODMAN: Very good.

25 Dr. Siems, you may ask any questions you

1 would like that are relevant to the proceeding of

2 Ms. LaRue.

3 CROSS-EXAMINATION

4 BY DR. SIEMS:

5 Q. Good morning, Ms. LaRue. How are you?

6 A. I'm fine. Thank you. How are you?

7 Q. Fantastic. Good to see you.

8 Couple of questions. One is do you know
9 that I represented myself in the initial hearing
10 before the Board?

11 A. I'm sorry. During the initial hearing?

12 Q. Do you know that I -- the case on which
13 this settlement was based upon, I represented myself
14 during that hearing; are you aware of that?

15 A. Yes.

16 Q. We have evidence of when Mr. Mortensen
17 left as a representative of me. Do you have any
18 documentation when he started representing me?
19 Because he didn't represent me during the case; it
20 was only after that -- some time after that that he
21 got involved in my legal representation.

22 A. The only knowledge of --

23 Q. Do you have --

24 A. The only knowledge I have --

25 Q. Do you have --

1 A. -- about his representation is that he
2 signed the Settlement Agreement that you also signed
3 and agreed to, and that he didn't discontinue that
4 until November --

5 Q. But you don't actually -- you don't have
6 any type of documentation saying when he started
7 representing me?

8 A. No. That would not come to me. Your
9 information doesn't get passed to my desk until your
10 Settlement Agreement is signed.

11 Q. So letters that were sent, supposedly, to
12 me through him, the one you referenced in Exhibit 1,
13 I believe, you don't know that he actually was
14 representing me at that point in time?

15 A. Well, actually, no, that's incorrect.

16 He represented you because his signature
17 is on the Settlement Agreement, and he signed it on
18 November 20th, 2021.

19 I sent you a letter in December after it
20 was approved by the Board in --

21 Q. Well, I guess what I'm getting at is if I
22 say I didn't receive the letter that you put in
23 Exhibit 1, would you believe that?

24 A. Um, I would say that you probably didn't
25 receive it personally because I didn't mail it to

1 you.

2 But your representing attorney, who signed
3 your Settlement Agreement, it is his responsibility
4 to forward that to you or to make sure that you
5 comply with the terms. That's why the letter is
6 addressed to him.

7 Q. Did we ever look into it further to ensure
8 that he did forward that to me?

9 A. It -- I wouldn't have any reason to
10 believe that he wouldn't give you that information
11 as his signature, again, is on the bottom of the
12 Settlement Agreement right above yours.

13 So, that tells me that he's your
14 representing attorney and that he's going to follow
15 through with his job as your representing attorney.

16 Q. Okay. I guess I'd put on record that I --
17 I would testify that I did not receive that from
18 either the Board or through Mr. Mortensen.

19 But the other issues I want to talk about,
20 we all understand the importance of the PACE
21 program, and Mr. White has stressed that to me on
22 multiple occasions, that, indeed, perhaps, that is
23 the most important issue regarding the settlement.

24 Did you personally or did you -- are you
25 aware of anybody in your office that contacted the

1 PACE program to vet them to ensure that they could
2 accommodate me as a client and satisfy the demands
3 placed on me by the Board?

4 A. Um, we -- okay. I guess your question is
5 in two parts.

6 The Board vetted the PACE program, I'm
7 going to with, about 15 years ago to determine
8 whether or not they were a capable program to assess
9 physicians.

10 We don't specifically seek them out in
11 regards to your specialty to determine whether or
12 not they can do that assessment. That is not part
13 of our purview to do something like that.

14 But the program itself was accredited and
15 has been vetted by the Board and used in several
16 instances for the entire time I've worked for Board.

17 Q. Well, I was going to get to that.

18 So, you have used the PACE program in the
19 past?

20 A. Yes.

21 Q. On multiple occasions?

22 A. Multiple occasions, yes. And have been
23 successful.

24 Q. But you did not specifically vet the PACE
25 program in reference to me in the demands that were

1 placed on my shoulders; is that correct?

2 A. No, I did not.

3 Q. And would it surprise you that the PACE
4 program had informed me that, although they usually
5 can accommodate physicians, they can't always do it
6 because of limitations in staff, et cetera?

7 A. Since COVID, that does not surprise me at
8 all.

9 Q. So given that fact, do you think it's not
10 incumbent upon the Board to vet the program
11 specifically for a given individual?

12 A. No. I don't --

13 Q. Don't you think --

14 HEARING OFFICER WOODMAN: I'm going to
15 interrupt for a minute.

16 Dr. Siems, our court reporter can only
17 take down what one person is saying at a time. So
18 ask a question, let Ms. LaRue answer, and when she
19 finishes answering, then go on to your next
20 question.

21 I know, conversationally, we talk like
22 this all the time and it works, but it doesn't work
23 when we're trying to make a good record.

24 So, please make your question as concise
25 as you can, and then wait until Ms. LaRue finishes

1 answering before you speak again.

2 DR. SIEMS: Okay.

3 BY DR. SIEMS:

4 Q. You just acknowledged, I believe, that you
5 wouldn't find it surprising that they could not
6 accommodate all individuals given their,
7 potentially, limited resources; is that correct?

8 A. Since COVID-19, I would say during the
9 year 2020, yes, it is not surprising to me that the
10 PACE program has been unable to accommodate you.

11 Prior to COVID-19, I would not be supr- --
12 I mean, that would not be something that probably
13 would have happened.

14 Q. That's not what I was informed, but
15 irrespective of that, given the fact, once again,
16 that you knew that they may not be able to
17 accommodate me as an individual, do you not think it
18 was a responsibility of the Board to ensure that at
19 some point in time they were equipped to handle me
20 as a client to satisfy the demands that the Board
21 had placed upon me?

22 A. Just to make a correction to your
23 statement, I did not know that they would not be
24 able to accommodate you. I never said I didn't know
25 that.

1 Q. And you --

2 A. I just informed you that I wouldn't be
3 surprised if it was the case. That's a completely
4 different thing.

5 But in reference to this, I'm the
6 compliance officer. It's my job to make sure that
7 you follow through with the recommendations in the
8 Settlement Agreement or the requirements.

9 It is not my job to get that information
10 prior. That's not something that I do. My job is
11 to make sure that you comply. That's all. That's
12 what compliance officer is meaning.

13 Q. Do you agree that it would be unsettling
14 to a person, a physician, let's say, to be placed in
15 a position where they could not satisfy the demands
16 because the program that they had been sent to could
17 not accommodate that individual?

18 MR. WHITE: Objection. Calls for
19 speculation. I don't think she knows what a
20 physician might feel like in that situation.

21 HEARING OFFICER WOODMAN: Sustained.

22 You'll need to ask another question,
23 Dr. Siems.

24 BY DR. SIEMS:

25 Q. Um, I can rephrase it, then.

1 Do you think the Board should place an
2 individual in a position where they cannot satisfy
3 the demands that were placed on them?

4 MR. WHITE: I'm going object that it's
5 argumentive.

6 HEARING OFFICER WOODMAN: You can go ahead
7 and answer. I'll overrule this one, but we're not
8 going to go very far down this road.

9 THE WITNESS: I will say that if you had
10 contacted us during the one-year period that you had
11 to complete this task and told us that they would
12 not have been able to accommodate you, we would have
13 made arrangements to amend your Settlement
14 Agreement.

15 But since that didn't happen in the time
16 period, I'm not quite sure any leeway needs to be
17 given or could be given since you're past your
18 deadline date.

19 Q. Okay.

20 DR. SIEMS: That's all the questions I
21 have.

22 HEARING OFFICER WOODMAN: Redirect?

23 MR. WHITE: I just have a couple. Thank
24 you.

25

1 REDIRECT EXAMINATION

2 BY MR. WHITE:

3 Q. Dr. Siems just asked you some questions
4 regarding -- or a question regarding how you would
5 have known that he didn't get the letter you sent to
6 him with all the attachments, the compliance letter.

7 A. Um-hmm.

8 Q. Do you actually go in and make sure -- as
9 part of your tasks, make sure that one professional,
10 a lawyer, Mr. Mortensen, has somehow gotten the
11 letter that you sent to him to another professional,
12 a doctor?

13 Do you go in and look at that and assure
14 yourself that that has been done?

15 A. No. I would never presume that a
16 professional wouldn't do his job. So, no.

17 My follow-up is to make sure that it was
18 received to the address that it was sent to.

19 Assuming that Mr. Mortensen would have
20 given Dr. Siems a copy, or at least informed him of
21 the stipulations that he signed to, I would assume
22 he would have read it as a professional.

23 Q. Yeah, because it was -- the letter that
24 you sent -- I already asked you these questions, but
25 where did those terms come from in your letter?

1 A. Directly from the Settlement Agreement
2 that he should have read and signed. Well, he did
3 sign it, but he should have read it prior to signing
4 it. So -- and they go together in a package.

5 Q. And he had also asked you a question about
6 if you know when Mr. Mortensen started representing
7 him, and you said you did not.

8 A. I would not know that.

9 Q. How do you know where to the send the
10 letter, whether it's directly to a licensee -- and
11 I'm talking about the compliance letter that you
12 send -- all those compliance letters you send out.
13 How do you know whether you're going to send it
14 directly to a licensee or to their representation?

15 A. That, I pull directly from the signature
16 page on the settlement agreement. The name and
17 address of the representing attorney is there. If
18 there is no representing attorney, it goes directly
19 to the licensee, based on the mailing address that
20 we have in our system.

21 Q. So, in your experience as Compliance
22 Officer, were there anything out of the ordinary
23 here that would have made you think twice about
24 whether Dr. Siems was well aware of what he had to
25 do when he received the compliance letter?

1 A. No. And I've worked with Mr. Mortensen
2 several times before, and that's never been a
3 problem.

4 Q. Now, do you -- in the questions that
5 Dr. Siems asked you about PACE, do you ever call
6 PACE and vet them and discuss with them the terms of
7 what each specific licensee is going to need to do
8 at their program?

9 A. No.

10 Q. In fact, will they even tell you certain
11 things? If you were to give them a call and try and
12 find out -- I'm talking general terms, not just
13 Dr. Siems, but in general, if you were to call PACE,
14 would they give you information if you asked about
15 whether a licensee that we have tried -- that we've
16 sent there to discipline, if that licensee has
17 enrolled, if they've gone through the program,
18 anything, will they answer those questions for you?

19 A. No, they won't.

20 Q. Okay. What would be their, kind of,
21 canned response?

22 A. They're response would be that they would
23 send the information to the licensee, and the
24 licensee would have to provide it to me.

25 Q. Is that because they have a duty of

1 confidentiality on there?

2 A. Yes.

3 Q. As far as you know?

4 A. Yes. As far as I know, they don't release
5 any information to me directly.

6 Q. I think you already answered this in your
7 -- in one of your answers to Dr. Siems, had Dr.
8 Siems not waited until after the deadline had passed
9 to really get serious about enrolling in PACE, in
10 other words, had he done it -- maybe for argument
11 purposes, had he done that in March or April and
12 then he found out, maybe, in June of last year that
13 he would not be accommodated -- and that is true, he
14 cannot be. There's a letter we have now. We
15 received it last Friday, and it's part of Dr.
16 Siems's Exhibits.

17 But having known that -- let's say for
18 argument purposes, having known that last June,
19 would we have, you know, researched, gotten or heads
20 together and figured out something else and had to
21 modify his Settlement Agreement?

22 A. Yes. In general, yes. The general
23 procedure would be if we had known anytime during
24 his one-year time period that they were unable to
25 accommodate him, we would have made arrangements to

1 take the case back before the Board to have the
2 Settlement Agreement amended to accommodate him in a
3 different manner or to find something else that
4 would fit into the same type of situation.

5 There are other programs, I'm sure, that
6 we could find.

7 Q. But the fact that the deadline had already
8 passed and we had already had suspended him, was
9 there anything, really, that we could do at that
10 point?

11 A. No. There's no -- I mean, he's beyond his
12 deadline. He's in violation of his Settlement
13 Agreement.

14 Q. So, you said the fact that we found out
15 that he can't be accommodated with PACE is really of
16 little relevance, if any, to what we're here for
17 today?

18 A. Yes. It's not really relevant.

19 MR. WHITE: That is all I have for this
20 witness. Thank you.

21 HEARING OFFICER WOODMAN: All right.

22 Dr. Siems, do you have other questions of
23 Ms. LaRue based on Mr. White's redirect?

24 DR. SIEMS: No. I'll proceed with my own
25 case when you're ready.

1 HEARING OFFICER WOODMAN: All right.

2 Can Ms. LaRue be excused, or is she
3 subject to recall?

4 MR. WHITE: I am good with excusing her.
5 What about Dr. Siems?

6 DR. SIEMS: She may be recalled. I'm not
7 sure yet. She can just standby somewhere.

8 HEARING OFFICER WOODMAN: Are you going
9 anywhere?

10 THE WITNESS: Not until 3:45 today.

11 HEARING OFFICER WOODMAN: All right.
12 We'll hold you to that. Thank you, Ms. LaRue.

13 THE WITNESS: Thank you.

14 HEARING OFFICER WOODMAN: Where are we?
15 Do you intend to call Dr. Siems?

16 MR. WHITE: Yeah. I'll just ask him a few
17 questions, so I would call Dr. Siems as my next
18 witness.

19 HEARING OFFICER WOODMAN: Is this a good
20 breaking point, or do you just think it's going to
21 be brief with Dr. Siems?

22 MR. WHITE: This could be a good breaking
23 point, if you want. I'm fine with that.

24 HEARING OFFICER WOODMAN: All right.
25 Let's take six minutes. We'll go back on the record

1 at about 10:21, based on what I've got on my phone.

2 And, Dr. Siems, feel free to loosen up and
3 use the facilities, whatever you need to do there,
4 and then we'll be back on the record at 10:21.

5 (Recess from 10:16 to 10:21.)

6 HEARING OFFICER WOODMAN: All right. Dr.
7 Siems, are you ready?

8 DR. SIEMS: Yes.

9 HEARING OFFICER WOODMAN: Very good.

10 We are back on the record in the case
11 involving Dr. Siems. We just concluded with
12 Ms. LaRue's testimony. The ball is still in
13 Mr. White's court.

14 Are you going to call Dr. Siems to testify
15 next?

16 MR. WHITE: Yes. I have just a few short
17 questions, so I would call Dr. Siems as the next
18 witness for the Investigative Committee.

19 HEARING OFFICER WOODMAN: Okay.

20 Dr. Siems, I will need you to raise your
21 right hand and our reporter will swear you in.

22 (The oath was administered.)

23 THE WITNESS: Yes.

24 HEARING OFFICER WOODMAN: All right. And,
25 Dr. Siems, again, just so that we keep a clean

1 record, wait for Mr. White to finish asking his
2 question, and then he will wait for you to finish
3 your answer before he begins another one.

4 THE WITNESS: Yes.

5 DIRECT EXAMINATION

6 BY MR. WHITE:

7 Q. Okay. Good morning, Dr. Siems.

8 A. Hello.

9 Q. Dr. Siems, I'd like you to take a look at
10 Exhibit 2 of the Investigative Committee's hearing
11 exhibits.

12 In particular, I'd like you to take a look
13 at what's been labeled "NSBME 10." Do you see page
14 10?

15 A. Yes.

16 Q. Okay. Thank you.

17 So I'll represent that -- this has already
18 been admitted. It's Exhibit 2, and this is a -- I
19 will submit that this is a Settlement Agreement in
20 the underlying case in this matter, which is
21 19-13009-2.

22 So on page 10, is that your signature at
23 the bottom of the page?

24 A. Yes.

25 Q. And to the best of your recollection, did

1 you sign it on November 24th of 2021?

2 A. To the best of my recollection, yes.

3 Q. Okay. And do you see where Mr. Mortsensen
4 also signed it?

5 A. Presuming that's his signature, yes.

6 Q. Okay. And he -- was he representing you
7 during that time?

8 A. As I had just stated, he not did represent
9 me during the hearing. He began representing me
10 after the hearing.

11 And my presumption is that this was the
12 time that he started helping me.

13 Q. Yeah, we can clear that up a little bit.
14 I can probably do it with some questions.

15 So did you represent yourself at the
16 hearing that started -- I think we started a day in
17 -- I don't remember the exact date, but it was
18 September in 2020, and then we continued it until a
19 couple of days in December of 2020, did you
20 represent yourself for that hearing?

21 A. Yes, I did.

22 Q. Okay. And then your case --

23 A. If the --

24 Q. Go ahead.

25 A. That's why I'm a little bit confused. I

1 thought we finished this in December, but the
2 settlement is signed on November 20th. I didn't
3 think we had finished at that point in time.

4 Q. Well, I think you're thinking of different
5 years, and I'll clarify that for you.

6 So, the hearing wrapped in December of
7 2020.

8 A. Okay.

9 Q. Okay. And then there were some pauses and
10 it never got on the Board meeting agenda -- well, it
11 did, but then it was taken off.

12 So, at some point, we settled this case,
13 even though we went to hearing rather than
14 adjudicate it at a Board meeting, it became a
15 settlement agreement. Do you remember that?

16 A. I understand, yes.

17 Q. Okay. And I think, if I'm correct, did
18 Mr. Mortensen, maybe even Ms. Tandy -- Jessica Tandy
19 who works with him, did they come on board as your
20 representation in, maybe, August of 2021; is that
21 correct?

22 A. I believe that sometime, yes.

23 Q. Okay. And then, they represented you on
24 this matter. We settled this matter.

25 Do you also recall that there were -- we

1 won't go into detail, but that there were other
2 matters that were closed as of result of this
3 Settlement Agreement?

4 A. Mr. Mortensen told me that, yes.

5 Q. Okay. And do you have any reason to not
6 believe -- actually, let me just have you turn to
7 page 11, the very next page.

8 I would represent that these are sent out
9 once the Board approves it, it becomes an order.

10 Okay? Do you see where --

11 A. Yes.

12 Q. Okay. And do you see the date there?

13 A. Yes.

14 Q. Okay. And that date would be December 3rd
15 of 2021, a year after we had your hearing?

16 A. Yes.

17 Q. Okay. And did you know about your
18 deadline of December 3rd, 2022, to complete the CMEs
19 that are in the Settlement Agreement and the PACE
20 program?

21 A. Yes. Initially I thought it was in
22 January, but I was informed very quickly it was
23 December at that point in time. Yes.

24 Q. Okay. I just want to make sure and ask
25 you this question: Did you call anyone on the Board

1 staff to -- like during the time before your
2 deadline, did you call anybody -- and it would
3 probably be Ms. LaRue who just testified.

4 Did you call her or anybody else to
5 request an extension?

6 A. I did not personally. I did have
7 Isabella, my manager, call to give an update as to
8 where we were in the process of settling these
9 demands.

10 And I believe that was in December
11 sometime. I do not remember the specific date.

12 Q. Was it after the suspension on December
13 27th?

14 A. It was before then.

15 Q. Okay. Do you know who she contacted?

16 A. I believe it was Monica.

17 Q. Monica. Okay.

18 A. I believe.

19 Q. Okay. During the time --

20 A. The purpose of that call -- I believe I
21 wasn't even in town. I was -- I may have been in
22 Europe, quite honestly.

23 But the purpose of that was, truthfully,
24 just to give an update on where we're at. I don't
25 believe that she specifically requested an

1 extension.

2 Q. Okay. I appreciate your honesty,
3 Dr. Siems.

4 Did you direct your attorney of record,
5 Dave Mortensen -- and we know now that he -- I think
6 it was -- November 18th is when he no longer was
7 representing you. Let me see.

8 A. It's February.

9 Q. No. It's down the page a little bit on
10 Exhibit 3.

11 Yeah, November 18th, he wrote the email to
12 me that he no longer representing you.

13 A. Okay.

14 Q. But before that date of November 18th, did
15 you, at any time, direct Mr. Mortensen or anybody at
16 his office to request an extension?

17 A. I had no communication with Mr. Mortensen,
18 I believe, following the settlement.

19 Q. Okay. Were you aware -- and this may have
20 already come up this morning. Were you aware that
21 Mr. Mortensen withdrew as your attorney of record
22 right around November 18th, 2022?

23 A. Yes.

24 Q. Now, earlier when you were cross-examining
25 Ms. LaRue, you had mentioned that -- and I want to

1 follow up with a question for you regarding this.

2 You had mentioned that you did not receive that
3 compliance letter from Mr. Mortensen?

4 A. I -- I do not remember receiving it at
5 all.

6 Q. Okay.

7 A. But that's not to say I don't remember the
8 settlement demands. That's not my claim.

9 I was aware of what the settlement demands
10 were. I was simply saying I don't remember
11 specifically receiving that letter.

12 Q. Okay. Is it fair to say you were aware of
13 the settlement demands from the day you signed the
14 Settlement Agreement in -- on November 24th, 2021?

15 A. Yes, very much so.

16 Q. Okay.

17 MR. WHITE: I don't think I have any other
18 questions. Let me see here. Indulgence, please.

19 BY MR. WHITE:

20 Q. Dr. Siems, I would ask you to -- I know --

21 MR. WHITE: You know, I don't have
22 objections -- I'm going to say this now. I guess
23 this could have been a housekeeping. I have no
24 objections to Dr. Siems's -- except for the one we
25 just got this morning that I want to look through, I

1 have no objection to any of Dr. Siems's exhibits
2 being admitted. We don't have to go through all
3 that.

4 He has sent them to me. I have no reason
5 to believe that these things aren't authentic, for
6 lack of a better term.

7 HEARING OFFICER WOODMAN: Okay.

8 MR. WHITE: So, I would have no objection
9 to that.

10 Dr. Siems, do you want all of your --
11 I guess you could ask.

12 HEARING OFFICER WOODMAN: Dr. Siems, I
13 have a binder here that breaks out one, two, three,
14 four, five, six, seven, eight, nine, ten, eleven,
15 fourteen -- looks like 14 exhibits that are Bates
16 numbered 1 through 147, the individual pages.

17 Do you just -- even though not we're not
18 to your case yet, is it your intent to ask -- to
19 have all of those exhibits admitted?

20 DR. SIEMS: Yes. Although they may not
21 all be used, but . . .

22 HEARING OFFICER WOODMAN: All right. Then
23 just for efficiency purposes here, I'll go ahead and
24 admit them, even though I don't know what they are,
25 and then we'll take those as they come in Dr. Siems'

1 case.

2 (Respondent's exhibits were
3 admitted.)

4 In that regard, did you want to refer him
5 to any of have that?

6 MR. WHITE: Yeah. And I will just clarify
7 for the record that they look like they're exhibits.

8 In a phone call with Dr. Siems and
9 Mercedes Fuentes siting next to me here, my
10 assistant, the three of us were talking on speaker
11 in my office, and Dr. Siems pointed out that he
12 didn't want, really, exhibits, but that he just
13 wanted them numbered, and that's why they're just
14 kind of numbered in order -- not any specific order,
15 it's all the things that Dr. Siems has sent me,
16 really, since December, late December until just
17 recently.

18 And so that is why they are just really
19 numbered.

20 HEARING OFFICER WOODMAN: Yeah. They've
21 got Bates numbers; they don't have individual
22 exhibit numbers.

23 MR. WHITE: Correct.

24 HEARING OFFICER WOODMAN: So, we'll just
25 say it's all in the record, and that way he can pick

1 and choose what he wants to look at in his case, and
2 then it will all be there for me when I go to make
3 my decision.

4 MR. WHITE: Yeah. And that's the way he
5 asked us to do it. Ms. Fuentes put this all
6 together and Bates stamped everything.

7 So, we'll just refer to Bates stamp
8 numbers when we refer to these things.

9 HEARING OFFICER WOODMAN: Very good.

10 MR. WHITE: Okay.

11 BY MR. WHITE:

12 Q. So, Dr. Siems, I'd ask you to go to page 3
13 of your exhibits.

14 A. My exhibits?

15 Q. Of yours, yes. And you see there at the
16 bottom, it says, "Dear Dr. Siems"?

17 A. Yes.

18 Q. So, is this telling us that at that point
19 you had paid \$500, but that you still owed another
20 10,000 if you were actually going to complete
21 enrollment? Is that what you understood from this?

22 A. Well, initially it was a \$500 application
23 fee. We simply followed their instructions. When
24 they asked us to pay something, when they asked us
25 to submit something, we did it expeditiously.

1 So, as soon as it was requested that we
2 pay the \$10,000, it was made to them.

3 Q. But according to this -- and this is an
4 email that came from a person named "Kaden Segren"
5 that works for PACE; is that correct?

6 A. Um, I'm not familiar with her, but yes.

7 Q. I actually -- I've looked up this person
8 prior this hearing and prior to the last hearing
9 too.

10 It's a male, actually, and he does work
11 for UCSD, that's affiliated with the PACE program,
12 and I'll represent that.

13 But at least from this paragraph at the
14 bottom, is it your understanding that you still owed
15 \$10,000 and you were not quite enrolled yet, and
16 that this was on December 20th?

17 A. I think enrollment, from my understanding,
18 was a continuum. It wasn't necessarily, you know,
19 here's one moment, you're enrolled, the next moment,
20 you're not enrolled, the next moment, you are
21 enrolled.

22 We had a flurry of requests from them in
23 regards to paperwork being submitted, interviews,
24 payments being made. All of that stuff was done in
25 an expeditious manner as soon as we received it.

1 I don't know -- you can't -- you can't
2 claim that we weren't enrolled; we were doing
3 everything they suggested that we had to do in an
4 expeditious manner to continue the process.

5 Q. Okay. Thank you.

6 I'd like you to turn to page 87 of your
7 exhibits. Do you see near the bottom, it looks like
8 somebody from your office actually wrote this, or
9 maybe even you, it says "PACE University."

10 A. I did not write that, no. But somebody
11 from my office, presumably, did.

12 Q. Okay. So, does that represent -- this is
13 a phone call log from Cox Business; is that correct?

14 A. I believe so, yes.

15 Q. Is that who you use for your phone at your
16 office?

17 A. I literally have no idea who the phone
18 services are through.

19 Q. But this was sent to me. I don't know if
20 you sent it or if Isabella -- this is one of the
21 things that Isabella sent, I can't recall at this
22 point.

23 But do you --

24 A. Isabella would have sent that.

25 Q. Okay. Have you seen these before, these

1 telephone logs?

2 A. I've -- I knew they existed, and I know
3 you had made reference to them last time, so I was
4 aware of them, yes.

5 Q. Okay. So, if -- it appears to be
6 authentic to me, and you sent it to me or somebody
7 in your office sent it to me?

8 A. Yes.

9 Q. So, is it true then, that the first time
10 you reached out to PACE by phone or at all was
11 October 31st, 2022?

12 A. I believe October, correct.

13 Q. Okay. And then there's a few more phone
14 calls after that, at least up until 12/20 of 2022 it
15 looks like?

16 A. Yes.

17 Q. I will represent that I have looked at
18 this phone, and it is correct. It is PACE.

19 Dr. Siems, I'd like you to turn to page 95
20 of your exhibits, please.

21 A. Yes.

22 Q. What do we see there?

23 A. I believe those were simply checks written
24 to the PACE program to pay the \$10,000 they had
25 requested.

1 Q. Is it a copy? They look exactly the same.
2 Is it just one check that was written?
3 A. Um, yes, I believe so.
4 Q. Okay. So, we have two copies of -- it's
5 even the same check number?
6 HEARING OFFICER WOODMAN: Same check
7 number.
8 THE WITNESS: Yes.
9 BY MR. WHITE:
10 Q. Okay. So, it's your testimony that that
11 is a check that was actually mailed to PACE?
12 A. It's my understanding, yes.
13 Q. Okay. And what I'm getting at, I guess, I
14 just want to make sure we don't have a situation
15 where, I mean, anybody can write a check and not
16 really send it, and it doesn't really mean anything
17 until it gets to the recipient.
18 A. I understand.
19 Q. Yeah. But as far as you understand, to
20 the best of your knowledge, that check was mailed to
21 PACE?
22 A. Yes.
23 Q. And that date would be December 30th,
24 2022?
25 A. Correct.

1 Q. And that is also -- for clarification, it
2 that three days after you were served with your
3 suspension of your license on December 27th?

4 A. I believe so, yes.

5 Q. Dr. Siems, do you have any reason to
6 believe -- well, let me rephrase that.

7 Did you comply with the terms of the
8 Settlement Agreement within the allotted deadline of
9 December 3rd, 2022?

10 A. No.

11 MR. WHITE: That's all I have for this
12 witness.

13 Thank you, Dr. Siems.

14 HEARING OFFICER WOODMAN: All right. Give
15 me one moment.

16 All right. Thank you.

17 Dr. Siems, technically, you are allowed to
18 cross-examine yourself at this point. And what I
19 mean by that is before we get -- before -- before we
20 get to your part of the case where you are free to
21 testify you as you wish, you can, essentially, make
22 some statements now in response to questions that
23 Mr. White asked. You can do that or you can just
24 save it for you own case.

25 I just want to make it clear that you do

1 have the right to cross-examination of yourself in
2 response to the questions that Mr. White asked.

3 Do you want to do that, or do you just
4 want to save that for your own testimony, if you
5 decide to give any, in your case knowing that you
6 don't have to testify?

7 DR. SIEMS: I'll save it until my own
8 presentation.

9 HEARING OFFICER WOODMAN: Very good. All
10 right.

11 With that, I go back to Mr. White. Do you
12 have any further evidence?

13 MR. WHITE: No, I don't. I think we've
14 gotten -- I just want to make sure before I rest, we
15 had admitted all four of our exhibits.

16 HEARING OFFICER WOODMAN: They are all in.
17 The IC's Exhibits 1 through 4 are all admitted.

18 And now, based on what we did during
19 Dr. Siems' testimony, everything that Dr. Siems had
20 provided is also in evidence.

21 MR. WHITE: Except for --

22 HEARING OFFICER WOODMAN: Except for the
23 pages that just came in this morning.

24 And why don't we do this for now: What we
25 have already in the binder from Dr. Siems are Bates

1 numbered 1 through 147. So, I'm going to just write
2 on these pages Siems 148 -- I've got to be able to
3 read my own writing -- 149, 150, 151, and 152.

4 Those are just marked right now for
5 purposes of identification. They are not yet
6 admitted into evidence.

7 All right. So, no other evidence for the
8 IC, Mr. White?

9 MR. WHITE: No. And the IC rests.

10 HEARING OFFICER WOODMAN: Very good. All
11 right.

12 Dr. Siems, it is 10:48.

13 How's the reporter doing?

14 THE COURT REPORTER: Good.

15 HEARING OFFICER WOODMAN: Good?

16 THE COURT REPORTER: Yes.

17 HEARING OFFICER WOODMAN: Okay.

18 Dr. Siems, just to make very clear for the record,
19 as I stated earlier, the Board's Investigative
20 Committee and their attorney, they have the burden
21 of proof in this case; it's not your burden.

22 You have every right to present a defense
23 case, but you do not have to. From everything we've
24 said today, my -- I'm supposing that you want to,
25 but I just want to make it perfectly clear, you

1 don't have to put on any kind of a defense case.

2 Do you understand that?

3 DR. SIEMS: Yes, I do.

4 HEARING OFFICER WOODMAN: Do you have any
5 questions at all about the legal procedure here?

6 DR. SIEMS: No.

7 HEARING OFFICER WOODMAN: Okay. So then,
8 this would be -- since the Board's counsel has
9 rested the Board's case, it's now your opportunity
10 to put on any defense case. Do you wish to do that?

11 DR. SIEMS: Yes, I do.

12 HEARING OFFICER WOODMAN: All right. Then
13 do you have any witness to call, other than
14 yourself -- and, again I'm not supposing that you
15 will testify on your behalf, but any witness that
16 you want to call at this time?

17 DR. SIEMS: Well, I have a part of the
18 presentation to make first prior to calling the
19 witnesses.

20 HEARING OFFICER WOODMAN: All right. So,
21 in that presentation, are you -- you plan to testify
22 then on your own behalf?

23 DR. SIEMS: Yes.

24 MR. WHITE: His opening statement?

25 HEARING OFFICER WOODMAN: Ah, yes. Thanks

1 for the reminder.

2 So, you get to make an opening statement.

3 You had deferred that earlier. Do you want to do
4 that -- do you want to go ahead and make an opening
5 statement?

6 DR. SIEMS: It is possible just to
7 integrate that into my presentation?

8 HEARING OFFICER WOODMAN: Well, I guess I
9 would say this: Your opening statement is not
10 evidence, so you're not sworn when you make that
11 opening statement, and you have to remember what it
12 is, it's not a time to argue what you think the
13 evidence that's presented in this case should mean
14 to me. It's for you, essentially, to outline the
15 evidence you plan to give and present.

16 You can do that, and then if you want to
17 actually give testimony that would be counted as
18 evidence, at that point, I have you sworn and then
19 you can actually begin to give testimonial or other
20 evidence to your exhibits, et cetera.

21 But, again, there's a difference between
22 your opening statement that is not evidence, and
23 then any actual evidence that you want to present.
24 Does that make sense?

25 DR. SIEMS: Yes.

1 HEARING OFFICER WOODMAN: All right. So,
2 why don't we begin with your unsworn, opening
3 statement where you introduce to me what you plan to
4 do with your evidentiary case.

5 OPENING STATEMENT

6 BY DR. SIEMS:

7 Well, I mean, first I'd like to thank you,
8 as a hearing officer, for being here today. Again,
9 I'm sure it's more than you probably anticipated
10 when this all started.

11 I'd also like to thank you in advance for
12 your commitment, which you have verbalized on
13 several occasions in the past, to fairness and
14 objectivity when considering the information that's
15 provided on both sides.

16 Obviously, strict adherence to this is
17 critical in this hearing, or, quite honestly, in any
18 Board hearing that has any significant meaning.

19 So, I certainly thank you for that.

20 I'm not here to, sort of, foolishly
21 question simple established facts.

22 First, the arbitrary date to complete the
23 Board's settlement demands had been established.

24 Secondly, satisfaction, at least complete
25 satisfaction -- and remember, there were three

1 demands that were placed: A monetary demand,
2 \$25,000, which for some reason has not been
3 mentioned that was paid in a timely manner,
4 continuing medical education hours, and as we all
5 know, the PACE program. I certainly hold myself
6 accountable, uniquely, in this regard.

7 I am here to address two issues.

8 First, if an explanation or set of
9 explanations exist that a reasonable person would
10 find acceptable in causing a short delay in
11 satisfying the Board's demands.

12 I reviewed the legislative statutes that
13 govern Board behavior, and doesn't say anywhere that
14 extenuating circumstances cannot be used in
15 mitigation of received Board offenses. You are free
16 to consider these, at least not prevented from
17 considering them, when you're deciding this case.

18 The Board, it seems to me, likes to
19 project this in sort of a -- in black and white
20 terms, that the due date has been passed, you didn't
21 satisfy them, so now you're relegated to Board
22 purgatory or hell for perpetuity.

23 I don't think the bylaws or the statutes
24 demand that be the case.

25 Secondly, more recent information has

1 become available and has made the explanation for
2 why the demands, specific to the PACE program, were
3 not satisfied, makes it much more complicated.

4 And I will go through that in terms of why
5 I should not be held accountable for satisfying the
6 PACE demand that was placed on my shoulders.

7 HEARING OFFICER WOODMAN: Very good. Is
8 there anything else you want to say in your opening
9 statement before we get the evidence?

10 DR. SIEMS: No. I think we can proceed to
11 evidence at this point in time.

12 HEARING OFFICER WOODMAN: Very good. Then
13 would your first witness be you or anyone else?

14 DR. SIEMS: It's going to be me for a
15 brief period of time. Then it will be Dr. Afifi,
16 because she has to work, and then it will be Tonya.

17 HEARING OFFICER WOODMAN: Very good. Then
18 I will have you raise your right hand, and our
19 reporter will swear you in.

20 (The oath was administered.)

21 THE WITNESS: Yes.

22 HEARING OFFICER WOODMAN: Very good. All
23 right.

24 So, obviously, when you're supposed to be
25 asking questions of yourself, it's a little -- it's

1 a little awkward, so you can just go ahead,
2 Dr. Siems, and testify as you deem appropriate.

3 Just be aware there may be objections
4 lodged by Mr. White, possibly, not necessarily.

5 So, if he jumps in and objects, then you
6 just have to hold off until I either ask you for a
7 response or I make a ruling.

8 MR. WHITE: And if I could --

9 DR. SIEMS: Yes.

10 MR. WHITE: -- at this point, just,
11 sometimes in these narratives, it's sort of a
12 narrative and it's tough, I would just ask that,
13 Hearing Officer Woodman, that you keep him to --
14 refer to the evidence that we have that's been
15 admitted, and, really, everything except for the
16 four or five pages we have from Dr. Afifi is going
17 to testify to is the only thing that hasn't been
18 admitted yet.

19 So, just so I can follow along, that he
20 refers to evidence if he's doing his narrative.

21 HEARING OFFICER WOODMAN: Right.

22 And one of the absolute basic ground rules
23 of evidence is relevance, that whatever you're
24 testifying to just be relevant to the proceeding,
25 and the basic definition of that is something that

1 tends to prove or disprove a fact that matters in
2 the case, is the simplest way I could define that.

3 So, obviously, we want you to stick to the
4 facts that matter.

5 If I think you're getting a little bit
6 outside of that, I'll let you know. Certainly, as I
7 mentioned, Mr. White can make objections.

8 But -- and again, it does help to kind of
9 stay to the documentary evidence that has been
10 admitted.

11 With that, Dr. Siems, please go ahead and
12 testify as to that which you believe I need to hear
13 today.

14 THE WITNESS: Thank you very much.

15 DIRECT EXAMINATION

16 BY DR. SIEMS:

17 Given that part of this case is based on
18 what I feel or seem to be a significant distraction
19 that prevented me from adhering to the guidelines,
20 I'd like to briefly establish a timeline of some
21 events.

22 And Mr. White has already brought out that
23 PACE, the program that was to assess me, was,
24 indeed, contacted in late October.

25 I'm not going to make reference to those

1 telephone calls. He's acknowledge that those

2 telephone calls were credible and real.

3 But it is important to note, again, that
4 there was an effort to satisfy the demands prior to
5 to completion date.

6 There was certainly an awareness that the
7 demands had to be met and efforts were being taken
8 at that point in time to proceed with that to get
9 those accomplished, so that's important to note.

10 I think the Board is portraying that as a
11 negative way, but, quite honestly, I think it's more
12 of a positive thing that, yes, there was
13 recognition, there was no willful disregard for the
14 orders that had been set in front of me.

15 Early -- shortly after that in early
16 November, [REDACTED] who is my -- the mother of my
17 children, who had been staying with her
18 brother-in-law and sister for a previous few years,
19 quite honestly, had to move because they were moving
20 to Arizona. I offered for her to stay at my house
21 until she could find a different living arrangement.

22 In early November, for reasons we don't
23 know -- and I made the reference to page 137 of
24 my -- and 138 -- we were awoken, and I say "we"
25 because my son and pregnant daughter were living

1 with me at that time.

2 We were awoken to a bunch of noise that
3 was occurring downstairs. We go down there and we
4 see hundreds of -- literally hundreds of photos,
5 magazine cutouts that had been attached to the
6 refrigerator, cupboards, quite honestly, all over
7 the house.

8 In addition, as I ventured to find out
9 what was happening, she punched me to the point
10 where I fell down to the ground, and she also
11 threaten me with a gun as well at threatening the
12 neighbors that we have.

13 HEARING OFFICER WOODMAN: And when you say
14 "she," who is she?

15 DR. SIEMS: [REDACTED]. The mother of my
16 children.

17 HEARING OFFICER WOODMAN: Okay.

18 BY DR. SIEMS:

19 So this all may be referenced to [REDACTED] at
20 this point in time.

21 With literally hours of negotiations --
22 after hours of negotiations, I should say, we
23 managed to get her to the ER.

24 And I will show you in exhibits, page --
25 or referencing page 119, 120, 121, I did not have

1 access to her medical records because she did not
2 give me any permission to seek those.

3 I do have access to some bills that were
4 there, and those bills related to the ER visit on
5 November, I believe, 8th or 9th, that's marked in
6 those, as well as an ambulance ride to bring her
7 back to the hospital.

8 She was admitted to the ER, she was
9 admitted to stay for 24 hours of observation. They
10 claimed they couldn't hold her. She walked out of
11 the community, got lost, and she was brought back to
12 the ER that day by an ambulance. That is verified
13 on 122, page 122. The ambulance bill had taken her
14 back to the ER.

15 This started a two-month process of
16 calamitous changes in her life, taking her to the
17 emergency room. We tried to commit her at least
18 four or five times to emergency -- excuse me -- to
19 the psych wards.

20 She, on a routine basis, refused to stay
21 there. She'd walk out in the community, get lost.
22 We would spend hours upon hours, my son and I,
23 trying to find her. The police had been contacted
24 on several occasions for a missing person.

25 My son and daughter-in-law refused to

1 allow her to stay at the house anymore because of
2 the threats that were made.

3 So, I was putting her up in a motel. She
4 would routinely get kicked out of motels after one
5 or two nights of staying there, due to damage that
6 was being done at the motels.

7 I often would leave work in Las Vegas at
8 five or six o'clock, drive to California, which is a
9 four-and-a-half-hour drive, stay up for hours trying
10 to find her with my son, and then drive back to work
11 the next day in Las Vegas. And I can verify this
12 very exhausting type of work, without question.

13 She also took multiple cab rides, if you
14 can believe it, from Orange County to Las Vegas.

15 And I'm going to have Tonya testify a
16 little bit more to the Las Vegas experience and what
17 we experienced.

18 At the same time, unbelievably, [REDACTED] who
19 is the young man I've been referencing, who I've
20 been, essentially, a father figure to for 15 years,
21 who had been studying in London, much at my request,
22 unfortunately, we were contacted in mid-November
23 that he had been taken to the hospital emergently
24 for reasons that were not initially disclosed.

25 Dr. Afifi, who's here, and will testify in

1 just a moment, flew to London, literally, within
2 that night, I believe, to attend to her son.

3 She had requested that I fly out also to
4 attend to him, and I flew out to London within a
5 couple of days after that.

6 The expense for the plane tickets is --
7 there is a copy of an expense report for plane
8 tickets on British Airways. I don't know if -- my
9 slip must have fallen out.

10 HEARING OFFICER WOODMAN: It's all right.
11 If you want to --

12 BY DR. SIEMS:

13 On page -- sorry. On page 110, there's
14 for \$600 for British airlines made on November 20th.

15 Do you see that?

16 HEARING OFFICER WOODMAN: I do. Thank
17 you.

18 BY DR. SIEMS:

19 Okay. So that was my reimbursement for a
20 plane ticket that I emergently took to London to
21 attend to his needs.

22 While in London, I was there, initially,
23 the first time, I'm guessing, a couple of weeks, and
24 eventually came and ended up staying for over two
25 months as a ward of the state in London. And I'll

1 have Dr. Afifi go over and tell exactly what
2 transpired.

3 Moving forward just a little bit, so let
4 me read the bit -- Tonya's going to address a little
5 bit of [REDACTED]'s experience in Las Vegas. Dr. Afifi's
6 going to address the time spent in London.

7 As we sort of came out of that timeframe,
8 my personal life certainly became more controlled, I
9 guess, and there was an increasing or renewed
10 commitment, I guess, to satisfy the demands.

11 It is important to realize that
12 instructions for PACE were followed carefully and
13 expeditiously.

14 I know there's been an effort to say that
15 you're either enrolled or not enrolled. I guess
16 that's true to some extent, but as I had mentioned
17 before, it's a continuum. There's multiple,
18 multiple levels of entry into this organization.

19 And although the payment, once again, was
20 made simply when it was requested, there was also
21 multiple payments, going from page 43 all the way
22 through page 84.

23 HEARING OFFICER WOODMAN: You said 43 to
24 84?

25 BY DR. SIEMS:

1 Yes. And what that represents is just a
2 submission of data that we were told to collect that
3 they required.

4 So, I guess what I'm stressing is that
5 that was actually done and finished before they
6 suspended my license. That was done -- somewhere
7 this page -- on December 22nd that was submitted to
8 them.

9 So, on the continued efforts that had been
10 made and were being made to satisfy my requirement
11 into the PACE program, it wasn't like here's one day
12 that I could say I wasn't enrolled, the next day I
13 am enrolled. It doesn't work that way.

14 And, once again, we can only follow the
15 instructions that PACE gives us.

16 Here are the payments. So, even a payment
17 was made, I believe, the 7th as being paid. And
18 that payment had been made at the request and when
19 it was requested from the PACE program.

20 But here's where this whole thing gets a
21 little bit more difficult or maybe frustrating, if
22 not for the Board, certainly for me.

23 I waited for three or four months,
24 probably even longer than that, despite constant
25 calls to the PACE program to determine when they

1 could proceed with my assessment.

2 It was only after three to four months
3 that they got back to me and informed me that you're
4 not a candidate for assessment in our program.
5 That, indeed, your specialty, we do not have proper
6 staff to accommodate you and test you appropriately.
7 That was after waiting four months and literally
8 calling them on a very frequent basis.

9 Now, we had gotten into a little bit --
10 the letter you made reference to already, but page
11 147 is the letter that outlines their position with
12 regard to my assessment.

13 Now, I had also mentioned earlier that
14 usually, and certainly not always, it's not true, my
15 conversation with the PACE program, that they could
16 routinely accommodate every physician. That is not
17 what was stated. That occasionally they cannot
18 accommodate a physician because they do not have the
19 appropriate staff to evaluate them.

20 The staff for the PACE program has to be
21 taken internally through the San Diego Health
22 Department. They do not go outside of their
23 institution to arrange staff to evaluate you. It
24 only has to be internally done.

25 They did not have the staff to accommodate

1 me.

2 And we had mentioned that there was
3 limited information that could be given to the
4 Board, that is true, but they certainly can call and
5 should have called and said, I have a LASIK surgeon
6 here, can you evaluate a LASIK surgeon?

7 They will answer that question if you ask
8 them. You don't have to mention a name, you don't
9 have to mention anything at all other than we have a
10 LASIK surgeon, do you have an appropriate staff
11 member to evaluate and assess a LASIK surgeon?

12 Because of the inadequate vetting process,
13 I spent four months on a wild goose chase.

14 And to say that it wasn't fulfilled or
15 finished within a certain timeframe is ridiculous.
16 I could have started this six months before and not
17 have finished this process.

18 Simple vetting of this place, which would
19 have taken a phone call of five minutes, would have
20 determined that this is not a proper place instead
21 of letting me go on for four months trying to get
22 something accomplish that could be accomplished.

23 I literally was being set up for something
24 I couldn't fulfill.

25 And once again, we have evidence of this,

1 and partly I blame the PACE program because they
2 knew this from the very beginning also, and chose to
3 keep \$10,000, \$11,000, whatever the amount of money
4 was for months instead of informing me right away,
5 here's the problem that we're having.

6 So this certainly was not my
7 responsibility to find whether or not they could
8 assess me.

9 That's the responsibility of the Board,
10 which, once again, would have only taken a phone
11 call to say I'm a LASIK surgeon. That's it.

12 At this point, I'd like to call on
13 Dr. Afifi as one of my witnesses.

14 HEARING OFFICER WOODMAN: Okay. Hang on
15 one second. Before you do that, you've just given
16 testimony, so that gives Mr. White the opportunity
17 to cross-examine you.

18 Mr. White, do you have questions?

19 MR. WHITE: I do. Thank you. Yes.

20 CROSS-EXAMINATION

21 BY MR. WHITE:

22 Q. Dr. Siems, you just testified that -- one
23 of the first things you addressed was that you made
24 efforts to satisfy the PACE requirement, but as I
25 referred to in your evidence, page 3, you had that

1 email from Kaden Segren on December 20th, 2022, and

2 at that point you were still were not enrolled?

3 A. I don't think "enrolled" is the proper
4 term, as I had stated.

5 Q. Okay.

6 A. We had submitted the paperwork, we
7 submitted everything that they had requested at that
8 point in time. I only submitted stuff based on
9 their request.

10 The reason why this was all to blame is
11 quite obvious: They couldn't ever satisfy my
12 demands.

13 We will bring out some testimony with
14 Tonya, forthrightly, to say that this could have
15 been done in a very expeditious manner.

16 They didn't do it because they couldn't do
17 it. They simply delayed because they had 10-, 11-,
18 \$12,000 in hand, and their admission was that,
19 "Well, we hate to give you back this money, but it
20 ends up that we really can't do this."

21 They could have accomplished this within a
22 month's time, but chose not to.

23 And part of it is because I wasn't in a
24 position -- I didn't inhibit them from doing
25 anything, but I was not in a position where I was

1 pushing them all the time because of everything else
2 that was going on.

3 So my distraction led to the fact that I
4 wasn't pushing them to get this done, get it done.

5 We, essentially, ran into a wall of
6 inertia because they couldn't get it done. They had
7 no way of fulfilling what the demands were.

8 Q. Well, yeah, you said you were sending them
9 what they needed and requested, so if you look on
10 page 43, which you referred to in your testimony, I
11 see a date of --

12 A. You mean my exhibits?

13 Q. Yeah, your exhibits.

14 A. Okay. 43?

15 Q. Yes.

16 So, are these patients that you -- there's
17 a date at the top of -- every few pages, there's a
18 date at the top that's bold and underlined. Do you
19 see those?

20 A. Yes, I do.

21 Q. Okay. So, I guess what my question is:
22 That date, is that referring to the day you saw
23 these patients or the day you sent these records to
24 PACE?

25 A. Well, I believe the day I saw the patients

1 is part of the date on top, the 29th, November 30th,
2 whatever the case may be.

3 Q. Okay. So if you turn to page 56, I see a
4 date of December 6th, 2022?

5 A. Yes.

6 Q. And you're aware that your deadline to
7 complete this PACE requirement was December 3rd of
8 2022? So, it's three days past the deadline.

9 A. Right. These were just patients they
10 requested charts for.

11 Q. Right.

12 A. So many of these patients were much prior
13 to that deadline too.

14 But the point is it's not -- the point is
15 is that if this has been a situation they're
16 familiar with and comfortable with, this could have
17 proceeded very quickly.

18 They spent four months trying to find a
19 faculty member to assess me. They didn't do
20 anything with regards to continuing the processing
21 of my application. Certainly not very quickly
22 because they couldn't find somebody.

23 They talked to five, six, I don't know how
24 many people they told me they talked to, nobody
25 would be willing to do it because they didn't feel

1 comfortable assessing my knowledge because they
2 weren't LASIK surgeons, and they didn't have a
3 LASIK/refractive surgeon, was the position, to
4 assess competency.

5 So they ignored all of this stuff, which
6 they usually wouldn't. This is usually done very
7 expeditiously. This would have been done within the
8 day, within two days, whatever the case may be, all
9 these requests.

10 They didn't because they couldn't find
11 somebody to even fulfill the requirement in the
12 first place.

13 Q. Okay. I want -- and I don't really want
14 to -- it's really not relevant how PACE does their
15 assessments. What's relevant --

16 A. But it is. I'm sorry.

17 Q. It's okay. I'm just stating I understand
18 what you're saying. How you answered my question, I
19 kind of let you go on, but I don't think this the
20 place to decide whether PACE has good a work flow,
21 and -- do you agree with that?

22 A. Not at all because it's of vital
23 importance here. It's essential to why this has
24 gone on the way it has gone on.

25 Q. Okay.

1 A. I mean, once again -- can I finish?

2 Once again, that a slight amount of
3 communication would have prevented this whole thing.

4 I know I'm guilty, and I've been punished
5 for it. Four months I have not had a license, in a
6 practice that is solo. Four months I haven't
7 practiced.

8 Q. I understand.

9 A. But a five-minute telephone call could
10 have prevented all of this by just saying: I have a
11 LASIK surgeon. No, we don't see LASIK surgeons.

12 I waited four months for an answer nobody
13 would give me.

14 Q. Okay. I want you to refer to page 137,
15 please, of your exhibits, and 138.

16 A. Right.

17 Q. You addressed this earlier in your direct
18 of yourself.

19 Do you -- I just want to know a little bit
20 about this. Are these pictures of your house?

21 A. Yes. So at three or four in the morning,
22 we heard noises, all of us, including my son,
23 myself, and my daughter-in-law, got up, journeyed
24 downstairs, and this what we found: Hundreds and
25 hundreds of pictures, cut out magazines, et cetera,

1 were pasted, taped, stapled, who knows, to the
2 cabinetry, the desk, refrigerator, all that stuff.

3 Q. Right.

4 A. So that's a picture of what she did to the
5 house at three or four in the morning.

6 Q. Okay. Is this a kitchen we're looking at?

7 A. Yes.

8 Q. All right. Then is this -- it's your
9 testimony this your house?

10 A. Yes.

11 Q. Okay. Is this house in Nevada or
12 California?

13 A. California.

14 Q. Okay. What city is it in?

15 A. Coto de Caza, Eagle Canyon.

16 Q. And there's some -- there's a number on
17 the top of these photos, what's the 137? It looks
18 like a time. Would that be when it was taken?

19 A. You know, I have no idea, quite honestly.

20 Q. Okay.

21 A. It may be earlier than I thought. I
22 thought it was three or four in the morning.

23 Q. Okay. You said -- to the best of your
24 recollection, these pictures -- this occurred and
25 these pictures were taken soon after in November of

1 2022?

2 A. Yeah. I believe it was early November.

3 Q. Dr. Siems, you had mentioned before -- and
4 there's really not any evidence to back it up, I'm
5 going to at least state that -- that the Board
6 should have called to vet whether -- I'm not quoting
7 you, but paraphrasing what you said.

8 The Board should have called to vet
9 whether LASIK surgery, refractive surgery could have
10 been accommodated at PACE. We should have called
11 PACE is what you're saying. Board staff should have
12 done that?

13 A. Yes. As Ms. LaRue testified, she did not
14 find it surprising, her words, that there
15 potentially was a situation where they could not
16 accommodate a surgeon. She was aware of it. She
17 stated that she was not surprised at all.

18 Given that fact and the importance of PACE
19 program, and I make reference to your comments many
20 times saying how important this PACE program was to
21 Board.

22 Nobody called to find out if they could
23 even accommodate me.

24 Q. But you would --

25 A. Not even just to --

1 Q. But you would agree --

2 A. Not even a five-minute phone call saying
3 we have the LASIK surgeon and get this program.

4 If, indeed, I was candidate, that would
5 have been accomplished before the deadline.

6 Q. I want you to listen to yourself for a
7 second. You're saying that a five-minute phone call
8 from the Board could have rectified this. We could
9 have done it in a five-minute phone call. That's
10 what you said; right?

11 A. I'm saying, we have a LASIK surgeon, no we
12 cannot accommodate a LASIK surgeon. Another
13 alternative would have been found at that point in
14 time, which could have been accomplished within a
15 timely manner. Yes, that's what I'm saying.

16 Q. So --

17 A. If, indeed, I was a good candidate for
18 PACE, it would have been accomplished by the
19 deadline.

20 Q. So, by your logic, a five-minute phone
21 call could have figured this out, that fast, yet it
22 took them four months after they had seen your
23 application, the records you had sent, and it took
24 them four months. That what you said, it's taken
25 them four months to decide that they cannot

1 accommodate you.

2 Yet you are here -- sitting here saying
3 that a five-minute phone call from Ms. LaRue to PACE
4 could have solved that whole problem?

5 A. Yes. No question.

6 Q. Okay.

7 A. They waited and waited because, frankly,
8 told me they didn't want to give me my money back.
9 It was a struggle to get my \$10,000 back.

10 They could have told me from -- I also
11 blame PACE program. They could have told me from
12 the very beginning. She knew they didn't have LASIK
13 surgeons, but we could have determined that with,
14 once again, a very simple phone call.

15 Q. Okay.

16 A. Especially in the context -- especially in
17 the context, once again, of Ms. LaRue testifying
18 that she didn't find it surprising they couldn't
19 accommodate something.

20 Q. You're kind of --

21 A. So, that potentially was out there. She
22 didn't --

23 Q. I think you're misquoting her a little
24 bit, but that's fine. Whatever. At this point, I
25 understand.

1 But she also said that this could have
2 been -- it's fair to say, Dr. Siems, that had you
3 started this process in, say, March or April of last
4 year, and then found out in July or August, four
5 months, that they can't accommodate you, that at
6 that point, we have an impossibility in a contract,
7 in legal terms; right?

8 At that point, you cannot satisfy the
9 contract, which is the Settlement Agreement, it's a
10 contract. At that point, we have an impossibility
11 that we presented you with, but we would have worked
12 with you.

13 So it's fair to say that if you would have
14 started this process earlier and then found out that
15 they couldn't accommodate you, that we could have
16 figured something else out way before you had passed
17 your deadline?

18 A. That's hypothetical. I don't know that
19 for sure.

20 But, yes, I wish I would have started
21 earlier. There's no question. I admitted to that
22 before.

23 But the fact is I was given a year. I
24 wasn't given six months. I wasn't given three
25 months. I was given a year.

1 And remember this entailed a significant
2 payment. Nobody makes reference to the \$25,000 I've
3 already paid. This another \$15,000.

4 I don't think it's unlikely or unheard of
5 that somebody would say, yeah, I'm going to told off
6 a little so I don't have to pay the \$15,000.

7 I initiated this process in a timely
8 manner. If, indeed, I would have been a candidate
9 for this. They said that. They have said, "You
10 could have accomplished this if, indeed, you would
11 have been a candidate."

12 I wasn't simply -- because of the LASIK
13 surgery, they did not have staff to accommodate
14 that.

15 Q. But, Dr. Siems, and I'll refer to your
16 exhibit, page 147, it's dated April 6th of 2023,
17 that's a week ago. That's when you found out that
18 you were not a candidate for PACE.

19 A. Well, they had been suggesting that for
20 quite some time. But the definitive word was --
21 finally I had to call them and say, "Listen, I have
22 a meeting coming up," and I think the record may
23 or -- the letter may make reference to it. I had
24 called them and said, "I need a letter, a definitive
25 statement. I keep just getting put off and off and

1 off, and nothing's getting accomplished."

2 I said, "It's not right. First of all,
3 you've had 10-, \$12,00 of my money for four months.
4 You keep saying you're going to find somebody and
5 nothing ever gets set up, despite me making constant
6 phone calls."

7 I mean, I literally had myself and my
8 staff making phone calls to Pat, who is the case
9 representative on this, almost on a daily basis to
10 try to get this thing resolved.

11 They would not release information until I
12 forced them to say, "Write me a letter definitively
13 saying what the position is of the PACE program."

14 That is when the letter was finally
15 generated.

16 Q. And what you referred to, the phone calls
17 and your accelerated efforts to get into PACE or to
18 find out what's going on, it all occurred after you
19 were suspended; right?

20 A. It had been -- the only time I didn't --
21 wasn't actively involved was during this distracting
22 period, which we're going to cover with a couple of
23 representatives, where I wasn't actively phone
24 calling them to get something accomplished.

25 I didn't say, ever -- I didn't ever tell

1 them to abort the process. I didn't say stop doing
2 this. Stop proceeding. That was never said to the
3 PACE program.

4 If they would have forwarded to me or sent
5 to me -- everything that was sent to me and
6 forwarded to me was taken care of in an expeditious
7 manner. I had people in the office specifically
8 assigned to get that taken care of.

9 Q. So you knew this date was closing in, and
10 you knew that this was crucial to your Settlement
11 Agreement?

12 A. Well, clarification of the PACE program,
13 sure, I knew that was part of the settlement
14 demands.

15 Q. When I say the date, December 3rd of 2022,
16 you knew that date was important, and you knew that
17 you needed to satisfy this before that date?

18 A. Correct.

19 And I may add that it would have been if I
20 was an appropriate candidate for their assessment.
21 It doesn't take forever to get these things
22 accomplished if you're a viable candidate for the
23 assessment. With that, they can get it
24 accomplished.

25 MR. WHITE: Again, I'm going to object to

1 that assumes facts not in evidence.

2 We don't know what PACE -- how they
3 perform their assessments and get people enrolled.
4 We just don't have that.

5 It's something we use here at the Board,
6 and it's been used over and over again.

7 HEARING OFFICER WOODMAN: And I think I
8 have a good picture of essentially what happened
9 here.

10 I'm going to overrule the objection, but,
11 again, I think I have -- I can see the picture here.
12 In fact, I think it was important that Dr. Siems
13 started off trying to give me a little bit of a
14 timeline. That's been helpful.

15 But, Dr. Siems --

16 I'm sorry. Further cross?

17 MR. WHITE: No. I think I'm done.

18 HEARING OFFICER WOODMAN: All right.

19 Dr. Siems, is there anything that you want
20 to testify to to respond to the questions that
21 Mr. White asked you?

22 DR. SIEMS: No. I believe that it's been
23 explained in what I've said already.

24 HEARING OFFICER WOODMAN: Very good.

25 Then that would be the end of your

1 testimony, and let's see where are we on the clock.

2 We're at 11:30.

3 Who do you want to call as your next
4 witness?

5 DR. SIEMS: Dr. Afifi, I want to call, and
6 she has to get to work, if she can.

7 HEARING OFFICER WOODMAN: All right.
8 Approximately how much time do you think you'll be
9 asking the doctor questions?

10 DR. SIEMS: I'm guessing 20 to 30 minutes.

11 HEARING OFFICER WOODMAN: All right. Then
12 let's get the doctor in there.

13 MR. WHITE: Do we have time to review?

14 DR. SIEMS: I'm a little unsure of where
15 she should sit. How -- what's the physical
16 arrangement here?

17 HEARING OFFICER WOODMAN: She can just sit
18 right there in the chair next to you.

19 DR. SIEMS: Right here?

20 HEARING OFFICER WOODMAN: Yeah.

21 But what we're going to do, though, is we
22 are going to take a break so that Mr. White can look
23 at these pages that I believe she'll be testifying
24 to.

25 DR. SIEMS: I understand.

1 HEARING OFFICER WOODMAN: So, let's take
2 six minutes.

3 And, Mr. White, yell at me if you feel
4 like you need more time than that.

5 MR. WHITE: Thank you.

6 (Recess from 11:31 A.M. to 11:43
7 A.M.)

8 HEARING OFFICER WOODMAN: We are ready to
9 go back on the record.

10 What I don't know is the proper spelling
11 of the name of your witness there. Can you --

12 Ma'am, will you please spell your name,
13 and this typically happens on the record, but can I
14 just go ahead and get your full name with the proper
15 spelling?

16 THE WITNESS: It's Amel, A-M-E-L, and my
17 last name is Youssef, Y-O-U-S-S-E-F.

18 HEARING OFFICER WOODMAN: Very good.
19 Thank you very much. Okay. So, and you're an M.D.,
20 ma'am?

21 THE WITNESS: O.D.

22 HEARING OFFICER WOODMAN: O.D. Okay.

23 If you'll raise your right hand, I'm going
24 to have our court reporter swear you in, and then
25 from there, Dr. Siems will be able to ask you

1 questions. Then, Mr. White, counsel here for the
2 Board will have the opportunity to ask you questions
3 as well.

4 (The oath was administered.)

5 THE WITNESS: Yes.

6 HEARING OFFICER WOODMAN: Very good.

7 Thank you.

8 Dr. Siems, you can go ahead and ask
9 Dr. Youssef questions.

10 DIRECT EXAMINATION

11 BY DR. SIEMS:

12 Q. Could you please introduce yourself to the
13 Board and Hearing Officer?

14 A. Sure. My name is Dr. Amel Youssef, and
15 I'm an optometrist. I've been in the Vegas for
16 about 20 years.

17 HEARING OFFICER WOODMAN: Thank you,
18 ma'am.

19 BY DR. SIEMS:

20 Q. And you are a mother?

21 A. I'm a mother of four boys.

22 Q. Can you introduce them?

23 A. Sure. My oldest son is 25 and my second
24 son is 22 and I have twins that are 19. All have
25 been raised in Vegas. All have been exceptional.

1 One is attending Touro, the second one is
2 graduating from USC, and the -- one of the twins is
3 at University of Michigan.

4 So they were all raised on Vegas, and I'm
5 very proud to -- with their level of success.

6 And the issue that brings us here is the
7 second twin, [REDACTED], who had an unfortunate incident in
8 London when he was studying abroad.

9 Q. Can you describe [REDACTED] a little bit prior
10 to this incident? Was he a good kid, in trouble a
11 lot, or take drugs?

12 A. [REDACTED] -- all four kids have been through
13 private school their entire lives in Vegas when we
14 moved out here.

15 Their dad is a cardiac surgeon, and we
16 were somewhat concerned with the school system, so
17 we put them all in private school.

18 They've had an exceptional childhood, and
19 we provided a lot of love and care. The kids were
20 never problematic, I would say.

21 The youngest one of the twins, probably
22 the least problematic of any of them. I mean, this
23 kid never broke a curfew, he was into exercise, six
24 percent body fat, student athlete.

25 He was studying abroad in a business

1 program through USC, so we were very excited that --
2 that he was going to become a little more
3 independent. And we never anticipated a problem of
4 the magnitude that I had just faced over the last
5 few months.

6 Q. Regarding [REDACTED], the person in question
7 here, is it your understanding that I've known [REDACTED]
8 for a long time?

9 A. His entire life.

10 Q. Is it proper to say that I've served as a
11 father figure?

12 A. Absolutely.

13 Q. To get into the event a little bit, when
14 did Noor go to London to start studying?

15 A. So, [REDACTED] left in September, and we stayed
16 a week with him in September to get him settled into
17 his dorm. His 19th birthday was in October. We
18 went back for a week in October, so we saw him
19 regularly.

20 And we always face timed him. We talked
21 to him regularly, and then I got this very scary
22 phone call on the 18th of November.

23 Q. So, prior to November 18th, there was no
24 issues that you are aware of?

25 A. Absolutely not.

1 Q. So what happened on November 18th?

2 A. We had access to his online test scores
3 and submission of assignments. So everything was
4 absolutely perfect.

5 November 18th, I get a call saying that
6 he's been taken by ambulance to the ER in London.
7 So, obviously, that's not a call that any mother
8 wants to hear, especially when their kid is studying
9 abroad.

10 I got on the first flight out. So, eleven
11 hours of worry. And I had called Jon right before I
12 took off, and I said, "Please cover my practice."

13 It was a busy time, the end of year, it's
14 a very busy practice. I said, "Please cover the
15 patients because I'm going to" --

16 For my understanding, I was going to go to
17 the ER -- this was a healthy kid, six percent body
18 fat, he had been a student athlete. Never, ever any
19 issues with drugs.

20 So I rush to the ER. There, apparently,
21 he was transferred to another facility. So, again,
22 you're in a foreign country, a very distraught
23 mother.

24 And when I finally found him, there was
25 resistance -- and, again, you have to remember the

1 NH system is horrific, and the socialized medicine
2 that they have is a very, very low quality grade of
3 anything that I'd ever had experienced.

4 So, when I saw [REDACTED], he was in horrible
5 shape. His dad was covering the hospital, and we
6 both did not understand the level of danger that was
7 around him just yet.

8 So, I had been in constant communication
9 with Dr. Siems. And I said, "This is a lot worse
10 than I thought. Can you please come up to help me?"

11 This hospital was run down. Urine
12 stench with these patients roaming around that
13 were dangerous. The care was horrific. He was
14 incredibly disoriented and disorganized.

15 We get his -- his toxology [sic] report,
16 and it is beyond anything that I had ever expected.
17 And, obviously, we had faith that he wasn't trying
18 these drugs on his own.

19 His dad looked at the toxology [sic]
20 report and said, "This kid has been poisoned.
21 Something else is happening."

22 So at that point, I had called Dr. Siems
23 and my brother, and I said, "I need help."

24 Because I was, like, in such a state of
25 panic. Plus his kidneys were compromised. His dad,

1 who is a heart surgeon, was afraid for his health.

2 So, his dad's partner was out of town, and
3 he had a ton of surgeries, so we thought this could
4 be controlled.

5 So when Dr. Siems came up there, he was
6 incredibly helpful because he's medically trained,
7 and we actually -- and as the report stated, you
8 know, after couple of days, we took [REDACTED] out, and we
9 arranged a flight to get out of the country.

10 At about four A.M., he went into to this
11 psychosis state that was like nothing I've ever
12 seen. Again, this is a healthy 19 year old, that
13 literally had this, like, PCP range and strength of
14 a gorilla or something.

15 My brother and Jon were both trying to
16 restrain him because he was becoming very intrusive.
17 And, again, this is something that -- he almost
18 looked liked he was possessed in a trance. Right?

19 So, I'm so glad I called him because I
20 certainly could not have handled this by myself.

21 Like, so, again, this is four in the
22 morning. We called the security at the hotel. They
23 called the ambulance, the police.

24 We were up for hours with him in the ER,
25 and, again, trying to restrain him just was like a

1 horrific thing for me to witness and experience.

2 And then we went back to the hospital, and
3 it was -- he became a ward of the state, so then I
4 had no legal rights, even as of next-of-kin. We
5 were in a foreign country.

6 And then one of the ER physicians in the
7 hospital said they had another girl with, basically,
8 the same toxology [sic] report.

9 So, we took his phone, and we then get
10 this -- just plethora of text messages from these
11 people that were human traffickers, and so now it
12 becomes a criminal case.

13 And he was doing so poorly, medically,
14 that really Jon took the care to make sure that
15 these doctors that were overwhelmed in a terrible
16 hospital system, that he sat there, literally, as an
17 --

18 MR. WHITE: I'm going to object now. Is
19 there -- we have to get a question at some point.
20 Another question, I think.

21 THE WITNESS: Sure.

22 HEARING OFFICER WOODMAN: Okay, so the --

23 MR. WHITE: This is a narrative now.

24 HEARING OFFICER WOODMAN: The objection is
25 to the response being narrative. And it's an

1 appropriate objection.

2 So, Dr. Siems, what I need you to do is I
3 need you to ask some questions of Dr. Youssef, so
4 that it leads us down a path that's relevant to the
5 case.

6 I mean, I hear the testimony. It paints a
7 pretty good picture of what you were dealing with,
8 but if you'll go ahead and ask some questions.

9 MR. WHITE: And if I may, I'd also object
10 to -- it's a little bit late, trying to get a
11 picture too, but I would object to the hearsay of
12 the emergency physician that talked to her and said
13 that there was another patient there that had the
14 same toxicology report.

15 So just to -- I understand you're probably
16 not going to rule on it; I'd like to make that
17 objection just so the record's clear.

18 HEARING OFFICER WOODMAN: Note it for the
19 record. All right.

20 MR. WHITE: Yes.

21 HEARING OFFICER WOODMAN: Dr. Siems, if
22 you could start asking some more questions so we're
23 less in a narrative and we're more in a
24 question/answer series.

25

1 BY DR. SIEMS:

2 Q. When you were informed that [REDACTED] was in
3 the hospital and you requested that I visit, did I
4 hesitate to come up there?

5 A. Absolutely not. You took the first fight
6 out.

7 Q. Did I cancel two weeks of clinic, even
8 though patients had been scheduled for two weeks?

9 A. Yes.

10 Q. To attend to [REDACTED]?

11 A. Yes.

12 Q. And we were there approximate two weeks?
13 I'm guessing.

14 A. Yeah. At least. Yeah.

15 Q. And so after he was readmitted the second
16 time, after you psychologically decompensated him,
17 we had to bring him back?

18 A. Yes.

19 Q. He was in the hospital for how long at
20 that point in time?

21 A. He was in the hospital for a month.

22 Q. So in total, he was in the hospital for
23 how long?

24 A. For two months. He was there for over a
25 month, and we had to arrange an air ambulance. And

1 he was in the hospital for two months.

2 Q. What -- even though he was there for two
3 months, I was there for a couple weeks to start
4 with, I guess.

5 A. Right.

6 Q. Did I continue with phone calls and
7 continued to be involved in his cares through the
8 legal system, the medical system?

9 A. Oh, absolutely. We were in a desperate
10 situation. We were arranging air ambulances,
11 writing to Parliament, finding attorneys, managing
12 his care.

13 And then there was also a practice here
14 that had to be managed on top of all this, that I
15 was not able to attend to.

16 Q. So, after he was there for a couple
17 months, a decision was made to get him back to the
18 United States --

19 A. Right.

20 Q. -- correct?

21 A. Right.

22 Q. Was that because he just wasn't
23 progressing the way --

24 A. He was decompensating.

25 Q. He was getting worse?

1 A. Absolutely.

2 Q. So, to get him out of the institute, out
3 of the country, essentially, he was extracted --

4 A. In a -- in a --

5 Q. Put on a plane and sedated; correct?

6 A. He was extracted illegally. We had to
7 literally kidnap him out of hospital because they
8 didn't -- when they section you, you're not allowed
9 to leave. It was such horrific conditions.

10 And his dad, who was a surgeon, said, "We
11 can't watch this kid die."

12 And we took him out. We took him out of
13 the hospital.

14 Q. When did --

15 A. Right in --

16 Q. -- (inaudible) back in the United States,
17 approximately?

18 A. It was right before Christmas.

19 Q. Was that the end of the story?

20 A. No. Absolutely not. He was barely
21 verbal. He was in the hospital here for a month.
22 He was at Southern --

23 Q. To be clear, upon gaining access into the
24 States again, he was hospitalized once again for a
25 month --

1 A. Yeah. Absolutely.

2 HEARING OFFICER WOODMAN: And I'm going to
3 interrupt just for a minute for our court reporter's
4 benefit.

5 Dr. Youssef, make sure you wait until
6 Dr. Siems finishes asking a question before you
7 answer.

8 And then, Dr. Siems, don't interrupt her
9 until she finishes answering before you ask another
10 question. All right?

11 The court reporter can only pick up one of
12 you at a time. Go ahead.

13 BY DR. SIEMS:

14 Q. During that month he was here, was I
15 involved in his care?

16 A. Absolutely. Because the ER physician, who
17 introduced us, who allowed us and introduced us to
18 the other patient who actually was kidnapped, with
19 the same toxology [sic] report -- and we have
20 written proof of this because this is a criminal
21 investigation that is happening in London, as well
22 as the U.S. embassy was alerted.

23 There was an unbelievable amount of
24 paperwork and tracking of these predators that Jon
25 was directly involved with.

1 It took many hours to not only care for
2 him at a time that was incredibly stressful for me,
3 but there's a lot of legal issue that U.S. Embassy
4 that we have to deal with.

5 And also arranging an air ambulance for a
6 sick child was not -- was very expensive. It was at
7 a time where there were so many storms between here
8 and Europe.

9 So, the entire scenario was a horrific
10 situation that Dr. Siems step in and managed quite a
11 bit of.

12 **Q. Can I ask, after a month in the hospital**
13 **here, is he doing better?**

14 A. So much better. So much better. He
15 was -- you know, Dr. Siems as been very instrumental
16 to [REDACTED]'s well-being because he has a lot of trust
17 in him.

18 He's helped us make, you know, decisions,
19 medically, that have helped his overall well-being.
20 He's back on track, miraculously.

21 And there's also -- remember, as mother
22 and a practitioner, I wasn't able to work anywhere
23 near as much as I had done before. So, there was a
24 lot of personal things that he helped with.

25 **Q. The horrific nature of this is hard to put**

1 into words, but would you agree that this was
2 emotionally and physically consuming?

3 A. This was the worse experience that a
4 parent can go through. To not only realize that
5 your kid could have been kidnapped or somebody had
6 drugged him and assaulted him to that extent, or him
7 to wind up in the hospital to fear that he was
8 dying.

9 You know, we give you very little records
10 of [REDACTED], and I did not want to put him through the
11 trauma of being here today, but this has absolutely
12 wrecked our lives and has given me such anxiety.

13 HEARING OFFICER WOODMAN: And for the
14 record, how do you spell [REDACTED]'s name?

15 THE WITNESS: [REDACTED].

16 And, miraculously, he's back on track.
17 He's doing well. He's still under a lot of medical
18 care, and we're grateful.

19 He wouldn't have been back home, and he
20 wouldn't have been as healthy if Dr. Siems did not
21 intervene and wasn't there at his bedside as many
22 days as he was in London.

23 Q. Would you concur that during this whole
24 traumatic experience that it was likely, if not
25 probable, that one could be distracted enough that

1 mundane parts of life, perhaps, were ignored and
2 made oblivious?

3 THE WITNESS: Look, I am the most OCD --

4 MR. WHITE: Objection. Calls for
5 speculation.

6 HEARING OFFICER WOODMAN: I'm going to --

7 THE WITNESS: Yes.

8 HEARING OFFICER WOODMAN: -- overrule
9 that.

10 You can go ahead and answer the question,
11 ma'am.

12 THE WITNESS: Yes. Absolutely. There was
13 no way to manage anything.

14 That was the first time in my life that I
15 didn't think about a mortgage, a bill, a patient.
16 There was nothing.

17 And every day was so stressful to navigate
18 through these hospital systems and how sick he was
19 and trying to arrange for the flight and figuring
20 out what medication.

21 Plus, you have to make these appointments
22 to meet with the doctors, and you could sit,
23 literally, four or five hours waiting for a doctor.
24 And if they run out of time, they're out the door.
25 And these meds don't get initiated.

1 I mean, we fought for his life when we
2 were there.

3 Forget distracted, we weren't even
4 sleeping.

5 Q. Was there ever a time during this
6 two-month or even three-month period when I wasn't
7 involved in [REDACTED]'s care --

8 A. Absolutely not.

9 Q. -- in some personal, intimate way?

10 A. Absolutely not. Every day, there was
11 extensive involvement.

12 DR. SIEMS: That is all the questions I
13 have.

14 HEARING OFFICER WOODMAN: All right.

15 Dr. Youssef, Mr. White is here as counsel
16 for the Board, and he now will have the opportunity
17 to ask you any questions that he cares to.

18 MR. WHITE: Thank you.

19 CROSS-EXAMINATION

20 BY MR. WHITE:

21 Q. The first question, actually, is just kind
22 of a housekeeping thing. Dr. Siems, when we were
23 talking on the phone and also earlier today during
24 this hearing, introduced you as Dr. Afifi. Are you
25 the same person as Dr. Afifi?

1 A. It was my married name.

2 Q. Okay. Gotcha.

3 A. It was Dr. Afifi. It is now Dr. Youssef.

4 Q. Okay. Thank you.

5 HEARING OFFICER WOODMAN: I appreciate
6 that I was, myself, been confused until you made
7 that clarification. I thought there was still
8 another Dr. Afifi coming.

9 MR. WHITE: I wanted to make sure too
10 because I wasn't sure if there was another witness
11 coming.

12 THE WITNESS: It shows history. He's
13 known me from the time I was Dr. Afifi.

14 HEARING OFFICER WOODMAN: Okay.

15 MR. WHITE: Thank you.

16 DR. SIEMS: Plus, [REDACTED]'s name is Afifi, so
17 it's hard.

18 MR. WHITE: Oh. Okay.

19 BY MR. WHITE:

20 Q. So, you had said the care at the place in
21 -- and I don't have very many questions for you, by
22 the way.

23 You said the care in London was just
24 horrific?

25 A. It was horrific.

1 Q. Okay. Is that why you didn't cooperate
2 with what they had suggested and recommended?

3 A. Absolutely. They had patients, like,
4 vaping in the hallway, these pedophile-looking,
5 dangerous patients, there would be fights breaking
6 out all the time between patients. It was
7 uncontrollable.

8 Q. And this is in the --

9 A. It smelled like urine. It was unsafe. I
10 have pictures that I took that -- you know, they
11 were always saying, "Don't take pictures."

12 But I did. And I actually have written to
13 Parliament. I have filed a complaint. Not one
14 penny, literally, like, this poor kid was trapped in
15 a different country with an expired visa, and not
16 being able to go home.

17 Q. You have --

18 A. We had a doctor that --

19 Q. Wait. What?

20 A. -- overwhelmed --

21 Q. Are we talking about -- sorry. We can't
22 talk over each other.

23 A. Yes.

24 Q. Let me ask you a question: Are we talking
25 about your kid who had an expired visa?

1 A. Yes. He was supposed to come home, and
2 when he got hurt, his visa expired, and they still
3 wouldn't let us leave.

4 Q. And when you described these horrific
5 conditions, are you talking about the Laffan Ward?

6 A. Yes. In St. Pancras.

7 Q. In where?

8 A. St. Pancras. That's the hospital.

9 Q. Oh.

10 A. He was in the Laffan Ward at St. Pancras.

11 HEARING OFFICER WOODMAN: Do you know how
12 to spell St. Pancras?

13 THE WITNESS: Yes. S-T, then,
14 P-A-N-C-R-A-E-S [sic]. And it's part of the NHS
15 system. And he was in the Laffan ward.
16 L-A-F-F-A-N.

17 HEARING OFFICER WOODMAN: Thank you.

18 BY MR. WHITE:

19 Q. You had mentioned his father is a cardiac
20 surgeon. Is he a cardiac surgeon here in Nevada?

21 A. He is.

22 Q. And what's that -- am I to assume it's
23 Dr. Afifi?

24 A. Yes.

25 Q. Okay. What's Dr. Afifi's first name?

1 A. Hazem. He's been practicing here for over
2 20 years.

3 Q. Okay. You have mentioned twice now that
4 you wrote to Parliament. Do you have those letters?

5 A. Yes. Absolutely. I have the emails.

6 Q. Oh, they were --

7 A. And they wrote me --

8 Q. -- emails?

9 A. Yeah. And I can forward them to you.

10 Q. It's a little too late for that. But
11 thanks.

12 A. And, also, I have documentation of when I
13 went to the U.S. Embassy, and I have, still, the
14 text messages from the other mother whose daughter
15 was found drugged.

16 Q. Okay.

17 A. And, again, messages from the ER physician
18 who connected us.

19 Q. Okay. I have another question about
20 you're, I guess, ex-husband, the father. That is
21 [REDACTED]'s father; is that correct?

22 A. Yes.

23 Q. Did he ever go to London?

24 A. Yes. Absolutely. He did, yeah.

25 Q. During this time?

1 A. Well, they all piggybacked because I was
2 there for so long.

3 So, initially, I had asked my brother to
4 come out, and then Jon came out.

5 So, I had people staggered to help me
6 because it was difficult for anybody to be out for
7 more than two weeks out of their job.

8 And I was in such a state of distress, and
9 [REDACTED] was decompensating that all we kept doing was
10 meeting with the doctors and pleading to let us out.
11 And the only way that we were able to get him out
12 was to literally kidnap him out of the hospital.

13 Q. Okay. But it is your testimony, though,
14 that he, at some point, Dr. Afifi, your ex-husband,
15 did go to London during this time of crisis, for
16 lack of better term?

17 A. Yep. Yeah. When Jon -- because I wanted
18 a medical doctor with me at all times. So, when Jon
19 left, Hazem came up, and at that point, he said,
20 "This is ridiculous." Because remember, we also had
21 kids that were going through finals, we had -- there
22 was just -- he had nobody to cover these cardiac
23 patients.

24 So, we were shifting the schedule as
25 quickly as possible.

1 You're in a holding thing because the
2 doctors don't round every day there. So, you're
3 trying to get a glimpse of this doctor, maybe twice
4 a week, and when he puts you on the schedule, you
5 talk to him, and he denies your request to take him
6 out of the country.

7 He kept saying, "It's not safe."

8 You know, we even showed him proof that we
9 paid a hundred and forty thousand dollars to get him
10 on an air ambulance to get out of country.

11 And when they said no, we literally took
12 him out of the hospital without their permission.

13 But, you know, Jon was very much involved
14 in even calling around different companies for the
15 air ambulance. We were trying to charter a private
16 plane. There was a lot of commotion going on.

17 **Q. So, Dr. Siems got involved with helping**
18 **you with [REDACTED]'s situation late November?**

19 A. Yes. No, mid-November.

20 **Q. Mid-November?**

21 A. Yeah.

22 **Q. Well, he wasn't -- did he get involved**
23 **immediately upon the phone call you received on**
24 **November 18th, or did you wait to call him?**

25 A. I left November 18th, thinking it wasn't

1 going to be as bad as it was. I thought I was going
2 to be there in the ER with Noor for a couple of days
3 and come back home.

4 And I said, "Just look after the patients
5 that I have in my practice." Because the holiday
6 time is very busy.

7 When I got there a couple of days after, I
8 called him and my brother, and I said, "This
9 situation is far worse than I had imagined. I need
10 for you come up here."

11 And we have direct flights from Vegas to
12 London every day. British Air flies direct.

13 So, as soon as I made the call, they were
14 on the next flight out as I was.

15 Q. Do you remember what day that was? If you
16 can.

17 A. I think a couple of days. I mean, I
18 document everything with pictures. So everything is
19 time-stamped.

20 So, I certainly can get you exactly the
21 day that -- and also I never erase my text messages,
22 so I can get you exactly the date that he landed,
23 the date -- he took a cab to the hospital, and we
24 took [REDACTED] out.

25 Q. Okay. It's okay. Just, I guess it's --

1 roughly, it's November 20th or 21st or something

2 like that?

3 A. Correct. Yes.

4 Q. Okay. Thank you.

5 MR. WHITE: That's all I have.

6 HEARING OFFICER WOODMAN: Very well.

7 Dr. Siems, is there anything else you want
8 to clarify with Dr. Youssef, or are you satisfied?

9 DR. SIEMS: No. I have one other
10 question.

11 HEARING OFFICER WOODMAN: Go ahead.

12 REDIRECT EXAMINATION

13 BY DR. SIEMS:

14 Q. Even though the 20th, let's say, I took
15 the flight, that doesn't mean I wasn't involved from
16 the beginning on the 18th; correct?

17 A. Yeah.

18 Q. You contacted me on the 18th?

19 A. I flew out on the 18th, and I contacted
20 him the minute -- as I was taking off. Literally,
21 they called me, I made the first flight out. I
22 called him to watch the practice. I got to London
23 because of time change, the next day, I said, "This
24 is terrible."

25 Yeah, actually, I remember him saying,

1 "Why don't you wait a day, and we could go
2 together." And I wouldn't wait.

3 He said, like, the following day because
4 he wasn't able to get the flight on the 18th.

5 So, I actually do remember that
6 conversation. He was going to -- he was going to
7 leave on the 18th, but he was finishing up
8 surgeries, and he was going to be able to catch that
9 flight.

10 And I said, "I don't want to wait. Just
11 catch the next one after that."

12 So, it may have been the 19th. But,
13 again, you have to account for, like, time changes
14 and my distressed state.

15 But, literally, I mean, there's flight
16 records, and there's hospital records, so, you know?

17 DR. SIEMS: That's all the questions I
18 have.

19 MR. WHITE: I have no follow-up.

20 HEARING OFFICER WOODMAN: Very good. All
21 right. Can Dr. Youssef be excused?

22 MR. WHITE: Yes.

23 HEARING OFFICER WOODMAN: Dr. Youssef,
24 thank you for your time today and your testimony.
25 You are excused.

1 THE WITNESS: Thank you.

2 HEARING OFFICER WOODMAN: All right.

3 Dr. Siems, we're obviously into the lunch
4 hour here. Do you have any other witnesses that you
5 want to call to testify?

6 DR. SIEMS: Yes. I have Tonya.

7 HEARING OFFICER WOODMAN: All right.

8 DR. SIEMS: Who you're familiar with. She
9 was here last time.

10 HEARING OFFICER WOODMAN: Right. But I
11 think it's probably the right time to take a lunch
12 break.

13 And when we come back, you can call her --
14 will she be your last witness?

15 DR. SIEMS: Yes. She should not be that
16 time consuming, the questioning at least.

17 HEARING OFFICER WOODMAN: All right.

18 I think we started with Dr. Youssef, was
19 it right around 11:30?

20 MS. FUENTES: I believe so.

21 HEARING OFFICER WOODMAN: Yes. So that
22 was 45 minutes.

23 I just don't want it to be one o'clock and
24 we're starving people off the job here.

25 DR. SIEMS: I understand.

1 HEARING OFFICER WOODMAN: So, why don't we
2 take an hour and do our best to be ready to go by
3 1:15 with your next witness.

4 (Lunch recess from 12:15 P.M. to
5 1:19 P.M.)

6 HEARING OFFICER WOODMAN: Dr. Siems, you
7 were getting ready to call your next witness;
8 correct?

9 DR. SIEMS: Correct.

10 HEARING OFFICER WOODMAN: And that
11 person's name is?

12 DR. SIEMS: Tonya Smalls.

13 (The oath was administered.)

14 THE WITNESS: Yes.

15 HEARING OFFICER WOODMAN: Very good.
16 Okay.

17 Dr. Siems, you may go ahead and start
18 questioning Ms. Smalls.

19 Ms. Smalls, I just want remind you that
20 our court reporter here is taking everything down.

21 So, wait until -- whether it's Dr. Siems
22 or whether it's the turn for Mr. White, who is the
23 attorney here for the Board, wait until person
24 asking you a question finishes their question before
25 you start to answer, and then they will wait for

1 your complete your answer before they ask another
2 question so only one is person speaking at a time.
3 Okay?

4 THE WITNESS: Okay.

5 HEARING OFFICER WOODMAN: Very good.
6 Okay.

7 Dr. Siems, go ahead, sir.

8 DIRECT EXAMINATION

9 BY DR. SIEMS:

10 Q. Would you mind repeating your name for the
11 Hearing Officer.

12 A. Tonya Smalls.

13 Q. How old are you?

14 A. Forty-nine.

15 Q. And how long have you known me?

16 A. I'm going on seven years working for you,
17 but I've known you from before I actually started.

18 Q. And in what capacity have you known me?

19 A. Well, you're my boss. I am your surgical
20 coordinator, and I have been, along with many other
21 positions in the office, since the time I've been
22 with you.

23 Q. So you're pretty familiar with what's
24 happening in the office?

25 A. Absolutely.

1 Q. With the lives of people that work there,
2 et cetera. Are you familiar with [REDACTED] Siems?

3 A. Yes.

4 Q. And how do you know [REDACTED] Siems?

5 A. [REDACTED] Siems is actually the person who
6 interviewed me and hired me to work for you.

7 Q. And when was that again?

8 A. March of 2017.

9 Q. And how would you describe [REDACTED] at that
10 time?

11 A. Me? Okay. So back then, when I first met
12 her, she was a well-rounded individual. I would say
13 she was a lead person in the office, not only was
14 she your wife, but she did a lot to run the office.
15 She was in charge of many things, including the
16 staff. I felt she was a very nice woman.

17 Q. At that time, you didn't recognize there
18 was any severe psychological, psychiatric issues?

19 A. Absolutely not.

20 Q. Where you aware in early November that she
21 underwent or experienced a -- I think what would
22 most aptly be described as a severe psychiatric
23 breakdown?

24 A. Yes.

25 Q. And how did you hear about that? Through

1 me or --

2 A. Well, there had been episodes prior to
3 that event where you would call out of work because
4 you were out searching for her throughout the night
5 with your son, and when you finally found her, my
6 understanding was that you guys were notified she
7 was in the hospital.

8 And I didn't find out directly from you
9 until afterwards. But Isabella had let all of us
10 know what was going on and as to why we had to
11 reschedule patients for you.

12 Q. So, it's your understanding that patients
13 were specifically rescheduled because of my efforts
14 to take care of her; is that correct?

15 A. Yes. More than once.

16 Q. Now, I'm not going to ask you so much
17 about California, because you don't live in
18 California, but you are aware of [REDACTED]'s presence
19 here in Las Vegas; correct?

20 A. Yes.

21 Q. And you are aware that she took taxi cabs
22 up to Las Vegas on multiple occasions?

23 A. Yes. Because they came looking for you.

24 Q. And when she arrived in town, and I
25 presume you can generalize this to almost any

1 occasion when she came, how did she present herself
2 to the office? Was she invited? Did she come in
3 unannounced? I mean, what was her behavior when she
4 got there?

5 A. She came in unannounced. She was angry.
6 She was aggressive. Staff did not exist to her.
7 She walked past everyone, straight to your office on
8 -- except for the one time she came in and was
9 screaming at top of her lungs.

10 That particular time, she did come in,
11 screaming at the top of her lungs. Excuse my
12 language, but she said, "Where is this M-effer."

13 And she did state, very loudly, and we had
14 a room full of patients, "I'm going to kill him."

15 Proceeded to go to the back, and then
16 assaulted you in the office.

17 Q. And to your knowledge, this happened more
18 than the one incident? She came to the office
19 multiple times?

20 A. Yes, several times.

21 Q. Were the police contacted ever?

22 A. Yes, they were.

23 Q. For what purpose?

24 A. The day that she assaulted you, she came
25 in that day. You and Katherine escorted her out of

1 the office, and Daisy, the front desk, she called
2 the police because this behavior cannot be
3 tolerated, especially with a room full of patients.
4 It was scary for some of our patients because they
5 have children with them.

6 Q. Did she make children cry?

7 A. Yes. She made a little boy cry.

8 Q. Did she cause people to leave the office?

9 A. Yes.

10 Q. Because of concern about her behavior?

11 A. Yes. They are afraid. They didn't
12 know -- they thought it was a homeless woman coming
13 in off the streets.

14 Q. And did we, on more than one occasion,
15 witness her walking down the middle of Sahara to get
16 to my office?

17 A. Yes. In the middle of the street.

18 Q. And following her episode in my office --
19 and when I say "multiple times," would you agree it
20 was probably four or five times or more?

21 A. Yes.

22 Q. At least. So, perhaps, more than that.

23 So after her escapade in my office, she
24 would leave the office and then what would happen?

25 A. Well, one time in particular that I

1 remember is that she did leave the office. You did
2 send Katherine to go and drive up and down Sahara to
3 look for her because of her state of mind, and she
4 was not able to be found during that particular
5 time.

6 But, maybe, around lunchtime, so I'm going
7 to say around one o'clock, Daisy ran up to this
8 grocery store and seen [REDACTED] laid out in front of an
9 apartment building, and she came back and let us
10 know where she seen her.

11 And then you and Katherine walked over
12 across the street to the apartment area and tried to
13 speak to her to get her help.

14 Q. And were we able to convince her of
15 getting help?

16 A. No.

17 Q. Is it your understanding that I was simply
18 putting her up at hotels almost on a nightly basis?

19 A. Yes. Absolutely. Because we did help you
20 find a hotel for her at one point.

21 Q. And are you aware that she was also kicked
22 out of those hotels, invariably, after a night or
23 two?

24 A. Yes. Because you would call the office
25 explaining that you were responsible for.

1 Q. And do you know that this was also
2 occurring at the same time that [REDACTED] was ill, a case
3 that we had talked about previously in this hearing?

4 A. Yes.

5 Q. That they were occurring simultaneously?

6 A. Yes.

7 Q. And would you agree that [REDACTED]'s case was
8 very emotionally consuming and upsetting seeing her
9 like that? That it would have represented a
10 dramatic shift from what she had been just months or
11 years ago?

12 A. Of course. And I can only assume it made
13 matters worse because her own children didn't want
14 to help her, which left the weight of the
15 responsibility on you.

16 Q. Did we file a restraining order on her?

17 A. Yes, we did.

18 Q. Was that successful?

19 A. No.

20 Q. Any -- would you say that the efforts that
21 were put into this were time consuming, physically
22 and emotionally?

23 A. Definitely. Definitely.

24 Q. Do you believe that it was enough to be
25 very distracting to the point where routine aspects

1 of life could have been ignored or become oblivious
2 to them?

3 A. Absolutely. I mean, you were distracted.
4 Our office was distracted.

5 We were -- we would order supplies for the
6 office, she somehow had your credit card, would use
7 all the funds in our supply account, and it just
8 caused an array all around. It was just chaos.

9 Q. Do you find it surprising that I, perhaps,
10 didn't attend to Board matters as aggressively as I
11 had before all this stuff started, given what was
12 going on?

13 A. Did I find it surprising? No. I'm -- I
14 really wish that things weren't as hectic as they
15 were because a lot more could have been
16 accomplished.

17 DR. SIEMS: I'm done with my questioning.

18 HEARING OFFICER WOODMAN: Thank you,
19 Dr. Siems.

20 So, Ms. Smalls, Mr. White here in the
21 office up north, who represents the Board, will now
22 have the opportunity to ask you questions.

23 THE WITNESS: Sure.

24

25

1 CROSS-EXAMINATION

2 BY MR. WHITE:

3 Q. Thank you, Ms. Smalls. So you work for
4 Dr. Siems?

5 A. Yes, I do.

6 Q. So he pays you, and that's how you earn a
7 living?

8 A. Yes.

9 Q. You talked about -- he asked you a
10 question about early November, that if you were
11 aware that [REDACTED] has a psychotic breakdown. Do you
12 recall that?

13 A. I do recall that, the psychotic breakdown,
14 but I do know he was having issues with her well
15 before that time.

16 Q. Okay. But as far as that goes, that
17 question, we're talking about 2022; right?

18 A. Yes.

19 Q. And then he had asked you a question about
20 how -- maybe the first time that she showed up, she
21 was unannounced, angry, aggressive, walked straight
22 to Dr. Siems's office and assaulted Dr. Siems. Do
23 you recall that question?

24 A. Yes.

25 Q. Okay. What day was that date? If you

1 have a date.

2 A. I cannot give you a specific date.

3 Q. So, it wasn't recorded --

4 A. No.

5 Q. It wasn't recorded in any records --

6 A. In --

7 Q. -- at all?

8 A. That particular day would probably be the
9 date of the, um, the order -- the protective order.

10 Q. Well, we don't --

11 A. Because it wasn't --

12 Q. Well, --

13 A. We had to call the --

14 Q. -- what's that date?

15 A. I don't have a date for you.

16 Q. Okay.

17 A. If we have the copy of the order of
18 protection, it was that date.

19 Q. We don't. Okay. Thank you.

20 And you said she showed up at the office
21 four or five times?

22 A. It could have been more, but at least four
23 to five times.

24 Q. Who's Katherine?

25 A. Katherine is our surgical technician in

1 the office.

2 Q. Okay. And she's --

3 A. She's --

4 Q. Okay. Thank you. And she's the one who
5 was sent to look for [REDACTED] in her car? Was she sent
6 in her car?

7 A. Yes.

8 Q. One last question: Do you think Dr. Siems
9 should be able to breach a contract with the Board,
10 which is what a settlement agreement is, because of
11 events in his personal life occurring just before
12 his deadline to accomplish that?

13 A. What? I'm sorry. Can you repeat that?

14 Q. Yeah. Sure. Do you think Dr. Siems
15 should be able to breach a contract with the Board
16 because of extenuating circumstances in his personal
17 life?

18 A. Breach of contract, meaning breaking the
19 contract; correct?

20 Q. Yes.

21 A. I'm not going to say breaking the
22 contract, but I would say, maybe, an extension
23 should have been offered.

24 I know we had -- his personal assistant
25 called and let the Board know -- I'm not sure who

1 she contacted, but to let them know that he was
2 having some family emergencies going on.

3 So I'm not sure if there was any
4 extensions or anything offered to him for that
5 particular reason.

6 But I do believe that he should have an
7 opportunity to be in compliance because of what was
8 going on personally.

9 **Q. Okay. So I'll take that as a yes.**

10 MR. WHITE: That's all I have.

11 HEARING OFFICER WOODMAN: Thank you,
12 Mr. White.

13 Dr. Siems, do you have any questions you
14 want to ask Ms. Smalls as a result of Mr. White's
15 questions?

16 DR. SIEMS: No.

17 HEARING OFFICER WOODMAN: All right. Give
18 me one second here.

19 I'm going to ask both Mr. White and
20 Dr. Siems to look at the documents provided by
21 Dr. Siems. Look at number 105. Take a look at
22 that. 105, 106, and 107. And 108 as well.

23 Let me know if, as a result of looking at
24 that, you want to ask any further questions.

25 MR. WHITE: Oh, okay. Thank you.

1 Yes, I will. May I have the witness back?

2 HEARING OFFICER WOODMAN: Sure.

3 BY MR. WHITE:

4 Q. Ms. Smalls, we do have a copy. Page 105,
5 106, 107, and 108 is the -- it looks like the Order
6 for Protection.

7 A. That would have been the date that she
8 came in aggressively, screaming, yelling, assaulting
9 Dr. Siems. That would have been the date.

10 Q. Okay.

11 A. If there's a date on it.

12 Q. And there is a date on there of December
13 23rd, 2022. Thank you.

14 HEARING OFFICER WOODMAN: Anything else?

15 MR. WHITE: No. That's it.

16 HEARING OFFICER WOODMAN: Dr. Siems, did
17 you want to ask Ms. Smalls any further questions?

18 REDIRECT EXAMINATION

19 BY DR. SIEMS:

20 Q. Well, just to establish that, I mean, that
21 was one of many visits. I mean, her visits started
22 much earlier than 12/12. It had been going on for
23 weeks at that point in time.

24 This was just the worst one that required
25 some type of intervention on our behalf.

1 HEARING OFFICER WOODMAN: Very good.

2 BY DR. SIEMS:

3 Q. Is that correct?

4 A. Yes.

5 HEARING OFFICER WOODMAN: All right. As
6 far as you are concerned, Mr. White, may Ms. Smalls
7 be excused?

8 MR. WHITE: Yes.

9 HEARING OFFICER WOODMAN: All right.

10 Dr. Siems, you don't anticipate needing
11 Ms. Smalls any further later on today?

12 DR. SIEMS: I do not.

13 HEARING OFFICER WOODMAN: All right.

14 Ms. Smalls, thank you very much for being
15 here today for your testimony. You are free to go.

16 MR. WHITE: Thank you, Ms. Smalls.

17 THE WITNESS: You're welcome.

18 HEARING OFFICER WOODMAN: And, Dr. Siems,
19 with that, do you have any other witnesses you want
20 to call?

21 DR. SIEMS: I do not.

22 HEARING OFFICER WOODMAN: All right. And
23 so are you then resting your defense case?

24 DR. SIEMS: Yes.

25 HEARING OFFICER WOODMAN: Okay. Any

1 rebuttal case?

2 MR. WHITE: No.

3 HEARING OFFICER WOODMAN: All right.

4 That would then be the conclusion of the
5 evidence. We'll go ahead and close evidence.

6 And, Dr. Siems, just as a reminder,
7 because Mr. White's got the burden of proof here on
8 behalf of the Board, he will have the opportunity to
9 argue his case first, then you get to argue, and
10 then he has the opportunity to make an argument in
11 rebuttal of yours.

12 So, he gets to go first and last because
13 he's got the burden. So, listen up to his initial
14 argument so that you can argue anything you want
15 about the evidence, and in particular, anything you
16 want to say in response to his argument.

17 Mr. White, when you're ready.

18 MR. WHITE: Okay. Thank you.

19 CLOSING ARGUMENTS

20 BY MR. WHITE:

21 On behalf of the Investigative Committee,
22 we'd like to thank you, Hearing Officer Woodman,
23 Madam Court Reporter, Dr. Siems, and the witnesses
24 for their time and consideration.

25 As I mentioned in my opening statement, we

1 are here to determine if Dr. Siems violated the
2 Medical Practice Act.

3 Three hundred and thirty-three days.
4 That's, by my math, as I mentioned in opening, how
5 long between the time that the Board approved his
6 Settlement Agreement and when Dr. Siems started to
7 act on getting his PACE program -- getting signed up
8 for it, not even including getting it completed and
9 having them send a report back.

10 In this -- during this hearing today, you
11 heard from Ms. Johnna LaRue, Chief Deputy Board
12 Investigator and the Compliance Officer for the
13 Nevada State Board of Medical Examiners.

14 She explained that she mailed the
15 compliance letter and other attachments, via
16 first-class mail with a signature required to
17 Dr. Siems's attorney. And it did go to Dr. Siems's
18 attorney, David Mortensen.

19 She also told you today she did not
20 receive a request for an extension of time to comply
21 from Dr. Siems or anybody affiliated with Dr. Siems,
22 including his attorney or anybody from Dr. Siems's
23 office.

24 There's some mention of a call made to
25 Monica Gustafson in our office, however, Dr. Siems

1 even said it wasn't really for an extension; it was
2 really more for to just kind of give an update of
3 what was happening, I guess, but we don't know what
4 was said in that call.

5 Other evidence in this matter proves that
6 Dr. Siems was aware and knew of the deadline because
7 he admitted it. He knew of the deadline to complete
8 his requirements for the PACE program and his 20
9 hours of CMEs, and it was by December 3rd, 2022. He
10 was well aware of that.

11 He has since completed his CMEs, but that
12 was on February 4th and 5th of 2023. This was after
13 his suspension hearing on February 2nd, 2023.

14 And just last week, on April 6th, 2023,
15 Dr. Siems received the letter from PACE, it is part
16 of his exhibits, that they can not accommodate him.

17 Dr. Siems received that letter, like I
18 said, just last week. But it is so far past his
19 deadline of December 3rd, 2023, that Board staff
20 cannot do anything about it, and he was already in
21 violation of the Settlement Agreement by a few
22 months.

23 The Settlement Agreement is a contract.
24 He breached that contract.

25 From December 3rd of 2021, which is the

1 day the Board approved the Settlement Agreement in
2 question, until October 31st, 2022, the first day
3 that Dr. Siems contacted the PACE program in a phone
4 call, again, that's three hundred and thirty-three
5 days.

6 That's three hundred and thirty-three days
7 that Dr. Siems made the decision, either consciously
8 or subconsciously, to not contact the PACE program
9 to get started on complying with the Settlement
10 Agreement.

11 Dr. Siems just recently, as I mentioned
12 above, found out that he cannot be accommodated in
13 the PACE program.

14 Had Board staff been aware of this in, for
15 argument purposes, June of 2022, Board staff could
16 have had time to react and, perhaps, research a
17 substitute for the PACE program to satisfy the terms
18 of the agreement.

19 But, unfortunately, Dr. Siems did not get
20 serious about attending PACE until after the IC
21 suspended his license, pursuant to his breach of the
22 Settlement Agreement, and that was on December 27th,
23 2022.

24 Dr. Siems is, I believe, 50-something
25 years old, he's a professional, he's a doctor. He

1 has no one to blame but himself for not holding up
2 his end of the bargain. This is what it was, it was
3 a bargain.

4 There were other cases that were closed
5 because of this Settlement Agreement, and he got a
6 fair bargain in this matter. And he did not uphold
7 his end of bargain.

8 Although Dr. Siems, during this hearing,
9 has placed the blame on Board staff for not calling
10 PACE, a five-minute phone call that he said would
11 have solved everything, despite PACE having all the
12 documents that he said that are in his exhibits that
13 are sent to them, it took them that amount of time,
14 four months, to determine that they could not
15 accommodate him.

16 But he thinks a five-minute phone call
17 from us, from Board staff, would have solved that
18 problem. It's nonsense.

19 He's a professional, he could have handled
20 that, or he could have made the five-minute phone
21 call.

22 Dr. Siems blames other people in
23 situations for his is failure to comply. His entire
24 case is based on that. His whole defense is based
25 on blaming -- and I want to make it clear: I'm not

1 belittling -- the IC does not want to belittle the
2 crisis that his stepson or family friend went
3 through in London nor what his ex-wife, [REDACTED], has
4 gone through. That's not what we're here for.

5 It is just that he waited so long to act
6 that by the time he did decide to start taking care
7 of his -- the terms of his agreement and these
8 things came up, he's blaming that on -- he's blaming
9 those crises on his reason for not complying with
10 the agreement, and that's just not the way
11 professionals should behave.

12 It's time to really face what has happened
13 in this case.

14 So, really, I think his argument -- you
15 know, his argument is -- his defense, his argument
16 is irrelevant to what has occurred in this case. It
17 was a breach of contract, nothing more, nothing
18 less.

19 Procedurally, the underlying case began in
20 2019. It went to hearing in December of 2020, after
21 some pauses in September of 2020.

22 Dr. Siems appeared pro se, and then
23 brought Dave Mortensen in -- right around -- if my
24 dates are right, around August of 2021.

25 And through his counsel, Mr. Mortensen,

1 the IC gave Dr. Siems a fair bargain that resolved
2 several cases.

3 Dr. Siems had good and competent
4 representation. He was fully aware of the terms of
5 the Settlement Agreement, and then he signed it on
6 November 24th, 2021; we showed that during this
7 hearing.

8 Dr. Siems chose to not address his
9 requirements for the PACE program until October
10 31st, 2022. And didn't really fully address
11 enrollment until after the IC suspended his license
12 on December 27th, 2022. He didn't complete his CMEs
13 until after his suspension hearing on February 2nd,
14 2023.

15 Now, again, as I mentioned before,
16 Dr. Siems just found out that PACE cannot
17 accommodate him in their program, but it doesn't
18 matter. It's too late. It's irrelevant at this
19 point. It's too late to change anything. The time,
20 the deadline already had already passed, or staff
21 would have worked with him.

22 It should also be noticed that the IC was
23 -- felt that the report that would be generated from
24 PACE, could that have been done, was very important.
25 It was a very important component of his -- of the

1 Settlement Agreement in this matter.

2 Dr. Siems has flat-out demonstrated that
3 he has no regard for the IC report. Not until the
4 IC suspended his license did Dr. Siems finally have
5 to address his contract with the IC and the Board.

6 He knowingly and willfully failed to
7 comply with some very important terms of that
8 Settlement Agreement he signed and had a year to
9 complete.

10 I will submit that all the evidence taken
11 together proves by a preponderance of the evidence
12 that Dr. Siems knowingly or willfully failed to
13 comply with a Board order, which is the Settlement
14 Agreement. This is a violation of the sole count
15 contained in the Complaint, governed by NRS
16 630.3065, subsection 2, subsection a.

17 I believe we can submit that the
18 Investigative Committee has met its burden, that
19 Dr. Siems did violate the Board order, and all the
20 evidence taken together shows that.

21 Thank you.

22 HEARING OFFICER WOODMAN: Thank you,
23 Mr. White.

24 Okay, Dr. Siems, it is now your
25 opportunity that make your closing argument.

1 BY DR. SIEMS:

2 Thank you, again, for your participation,
3 and your taking a full day out to do this. We also
4 thank you for your participation. I thank the Board
5 for their participation.

6 As I stated earlier on, I'm not here to
7 foolishly argue about simple facts, which is what
8 the Board wants to do.

9 I know there was the date that had been
10 established. I know that there are consequences,
11 potentially, to that date not being followed or
12 satisfying the demands by that date.

13 But, as I argue, I think, throughout the
14 course of this hearing, extenuating circumstances
15 can be considered. There is nothing in the bylaws,
16 there's nothing in the statutes that say you can't
17 consider extenuating circumstances, especially in
18 this case where there are very compelling
19 circumstances.

20 I find it almost insulting that I'm
21 hearing, well, I'm not belittling these situations,
22 but we don't really give a damn, is, essentially, a
23 comment that is being made. I think that's
24 insulting.

25 These were calamitous, compelling type of

1 situations, that, god for bid, that anybody would
2 have to go through. And I can guarantee if you do
3 go through these, your life's going to get turned
4 upside down, you're not going to render -- or be
5 able to act or behave in a way that's going to take
6 care of mundane, routine activities in your life.
7 That is bizarre.

8 Once again, I think it's kind of insulting
9 to actual belittle, because you are belittling these
10 circumstance, without question.

11 You heard the emotions of people, like
12 Dr. Youssef or Dr. Afifi, what she went through with
13 her son. I went through them step by step, side by
14 side with her.

15 And also my ex-wife, [REDACTED], which are real
16 circumstances that we dealt with that consumed all
17 of our time.

18 I can tell you that hours upon hours a day
19 were consumed taking care of these people.

20 I am a physician. I'm supposed to take
21 care of people, so I did take care of people. Now
22 I'm getting punished for it.

23 In regards to satisfying the demands, I
24 keep hearing three hundred and thirty-three days,
25 but also remember, I started this process five weeks

1 before the termination -- or the deadline was due.

2 Five weeks before this deadline was due
3 was plenty of time to get these things satisfied,
4 if, under the right circumstances, I was allowed to
5 proceed.

6 With regards to the PACE program, I think
7 that's probably the most important issue here, I had
8 nothing to do with the PACE program. I submitted
9 stuff expeditiously. I submitted whatever they
10 wanted. Whatever they wanted. I never denied them
11 anything.

12 I was never, ever told that they wouldn't
13 be able to satisfy the demands that had been placed
14 on me by the timeframe that had been established.
15 Never.

16 If, indeed, I was a candidate, that would
17 have been taken care of. It would have been done by
18 the established deadline. You can't look past that.

19 It wasn't done simply because I was never
20 a candidate, and that was never revealed because the
21 Board never took five minutes out of their time to
22 ask them a general question, which they can ask of
23 PACE. They can't ask specific questions about me,
24 but they can ask generalized questions about whether
25 a LASIK surgeon can be accommodated in your program.

1 That is all it took, and they would have said no.

2 I mean, the Board sends them patients.

3 Obviously, they have a desire, I guess, to work with
4 the Board very carefully and very closely.

5 If, indeed, that five-minute phone call or
6 whatever it would taken would have been done, we
7 could have found an alternative and had this thing
8 satisfied within the timeframe that was demanded by
9 the court. You cannot look past that.

10 And I'm not blaming people. Who am I
11 blaming? The only thing I'm talking about is this
12 one particular instance of calling the PACE program.
13 I'm not blaming anything on anybody else.

14 I told you from the very beginning I was
15 taking responsibility for this.

16 Five weeks, though, should have been
17 enough time to accommodate what was demanded by the
18 Board. Should have been, without question.

19 I didn't start five days, I didn't start
20 five hours, I started five weeks before the demand
21 should have been satisfied. That's no small amount
22 of time, and everybody knows that. You can easily
23 accommodate an assessment within a five-week
24 timeframe, if, indeed, I was a candidate to start
25 with.

1 The hours, I will agree, I was sidetracked
2 with what was going on, but the hours have been
3 accomplished, they were done. That's not that big
4 of an issue. I apologize for not getting those
5 done, but I simply was distracted and wasn't even
6 thinking about what was going on. That could have
7 also easily been accomplished within that timeframe
8 if I had the mentality to commit to it.

9 So, you know, please take that into
10 consideration also.

11 I think what is not often brought in up in
12 this hearing is that I did fulfill a good part of
13 that demand -- the demands in that settlement, and I
14 paid \$25,000, which was paid in a timely fashion and
15 paid completely to the Board. Nobody recognizes
16 that, indeed, that part of -- or component of the
17 settlement was, indeed, satisfied.

18 So, let's keep in mind that a good part of
19 the settlement had been done.

20 The thing -- totality of what we've gone
21 through today, the compelling testimony from other
22 people, realizing what happened with the PACE
23 program -- and it's interesting. I heard, which I
24 think I understood, that I should have called the
25 PACE program? I don't, quite honestly, understand

1 that comment.

2 Why would I call the program that the
3 Board is using to penalize or punish me? That's
4 like asking a prisoner to go interview at the prison
5 that their potentially going to send them to. That
6 doesn't even make sense. I don't -- that statement
7 is bizarre, quite honestly, to me.

8 Certainly, it was never my responsibility
9 to interview the very people, the very program that
10 was to penalize or punish me, for god's sake.
11 That's that Board's responsibility; that's not mine.

12 And I was put in a position -- no matter
13 what timeframe we're talking about, I was put in a
14 position where I couldn't satisfy the demands that
15 had been placed upon me.

16 I would have very happily satisfied those
17 demands, and I'm sorry that it didn't get
18 accomplished, but some of this was just merely due
19 to the fact that they couldn't accommodate me to
20 start with. I had no option at that point in time.

21 They were asking me to do something that
22 wasn't possible to do. Whether I started that six
23 months ago, three months ago, one month ago, that's
24 irrelevant. I, once again, was asked to do
25 something that couldn't be done. Nobody would do

1 that.

2 The optics of that are not -- cannot be
3 viewed very positively, in any way.

4 You know, this -- and I've said this
5 before, this case -- and this is the only thing we
6 can talk about is this particular case because
7 that's what this is -- was not a death case, was not
8 a blindness case. It was not even an adverse
9 equality case. A product adverse equality case.

10 This patient was 20/30, and we have proof
11 of this, the records from other people, 20/30
12 without correction in a situation where she had
13 keratoconus. That's amazing. That's an amazing
14 result.

15 And, in spite of that, I had, essentially,
16 paid some \$40,000 for a case that turned out well.

17 So, you know, once again, I apologize and
18 I do take responsibility for not getting everything
19 done in a timely fashion.

20 I think the circumstances that delayed
21 things are compelling. I think anybody has to find
22 those compelling. And I think the part of the PACE
23 program, once again, I can't be held responsible
24 for. I can't interview the very program that's
25 supposed to punish me. That is not my

1 responsibility.

2 And the reason it took so long, once
3 again, for them to come back, you make it sound
4 like, well, nothing was done until four months or
5 just recently when that letter -- that letter was
6 only published because anger directed towards them
7 to tell them to get something definitively done to
8 the Board because I'm hearing from them. That's it.

9 They had said for a long time, "We don't
10 have anybody. We don't have anybody."

11 Well, "You got to find somebody or get rid
12 of this case."

13 And they just kept going on and on and on.

14 So, the fact that there's a letter
15 published recently means nothing. That's just, once
16 again, a result of me arguing and telling them in a
17 very angered way that I need something definitive
18 for the Board to see. That's it.

19 So, I think -- I have now been punished
20 for four months without a license. I'm a solo
21 practitioner. This is deleterious, more than
22 anything, on the patients I have. I can tell you,
23 hundreds of patient are calling in saying, I need
24 care.

25 And people can say, oh, he doesn't do

1 anything specific. He doesn't do anything, you
2 know, unique or something that. I do something that
3 is fairly unique.

4 There are not a lot of people that take
5 care of refractive surgical patients like I do. And
6 especially I do it for a full-time living. Some
7 people get integrated, partially, into their
8 practice, but that's it.

9 And also, once again, this is really just
10 to take of myself. I mean, it's been four months
11 because I, one, was late with hours, which I admit
12 to and I apologize for, but it was due to compelling
13 circumstances, and then I didn't fulfill the PACE
14 program that I never could do. I never could
15 fulfill.

16 So for that, I've been punished for four
17 months already.

18 And I politely asked -- I even asked the
19 Board -- I'm not angry at anybody, but I politely
20 asked, "Please allow to me to have restoration of my
21 license."

22 I think it's justified in this case, as
23 explained by what has been testified to and all the
24 points that have been raised.

25 So, thank you for your time, and I

1 appreciate it.

2 HEARING OFFICER WOODMAN: Thanks very
3 much, Dr. Siems.

4 Give me one second here, Mr. White.

5 Very good. Thank you, Dr. Siems.

6 And now, Mr. White, you get your rebuttal
7 argument.

8 MR. WHITE: Thank you.

9 BY MR. WHITE:

10 Dr. Siems knew. That's all we have to
11 know here for today's hearing. He knew his
12 deadline. He knew what he had to do. He didn't get
13 it done.

14 Points to his last witness and how
15 important it was that they talk about how his
16 ex-wife, [REDACTED], came into the office, and they had
17 to get a restraining order against her.

18 That restraining order is dated December
19 23rd, 2022. It was 20 days past the day he had to
20 satisfy; 20 days past the deadline of December 3rd.

21 So, really, that -- again, don't like to
22 see people going through this kind of thing, and,
23 certainly, Dr. Siems doesn't need this on his plate,
24 however, this is long after the deadline.

25 I really wasn't going talk about this in

1 my rebuttal, but Dr. Siems already acknowledged it.
2 You know, he kept talking about PACE, and, yes, PACE
3 takes a long time and takes a little bit of time for
4 them to generate the report, but even the CMEs,
5 which he took a weekend, weren't done on time, until
6 after his suspension hearing.

7 Literally took him a weekend to do those,
8 and I believe they were online.

9 He had mentioned something about not
10 calling PACE because they were punishment, like a --
11 something about -- I'm not sure I understood him
12 correctly, but something about it would be like a
13 prisoner calling a prison.

14 No, PACE is not to punish. It's to get an
15 assessment of the disciplined licensee, and to see
16 where things need to move forward after that.

17 It's really to get a third party --
18 they're professionals, they do this all the time,
19 they've been doing this a long time. It's to get an
20 assessment so the IC and the Board can get an
21 assessment of what's going on and see where we can
22 move forward with that licensee, depending on the
23 report generated.

24 His opinion of how this case turned out
25 underlying, I really don't want to address it.

1 We're not here to re-litigate the underlying thing,
2 but it turn didn't turn out so well for that
3 patient.

4 Other doctors had to get in there
5 afterwards, after she had second opinions, so that's
6 not quite true what Dr. Siems said about this
7 patient, everything turned out well, in this
8 underlying matter.

9 But, really, it's -- all the IC had to
10 prove today, and I think it's been done, is that
11 Dr. Siems knew, and he's admitted he knew about the
12 deadlines. He admitted he knew exactly what he
13 needed to finish. And he didn't do it.

14 And the Settlement Agreement is a
15 contract, and he breached that contract. He's well
16 aware of what could happen when that contract is
17 breached, and here we are today.

18 And with that, thank you. Thank you,
19 everyone.

20 HEARING OFFICER WOODMAN: Thanks very
21 much.

22 Thank you Mr. White, thank you Dr. Siems,
23 and big thanks to our reporter.

24 Okay. So, I don't know if I can recover
25 the draft I had, probably 80 percent ready to go, on

1 the underlying suspension hearing, but it doesn't
2 matter because I will just -- whether I recover that
3 or not, I will just incorporate that into what I do
4 here.

5 I took really good notes, from which I
6 will review. I always review my notes, usually, no
7 less than twice, usually three times, before I start
8 to really formulate what I think is the answer,
9 because reviewing my notes tends to just help
10 crystalize in my mind what I think is most
11 important.

12 So, by the time I get the transcript, I
13 should have a pretty good working knowledge of where
14 to go with this, and then the transcript, I'll just
15 use to backfill some details from notes because I've
16 got pretty comprehensive notes.

17 I -- do we have any idea what Board
18 hearing would be good to get this one on for? We,
19 obviously, want to do it as soon as possible because
20 Dr. Siems is waiting.

21 MR. WHITE: I'm going to defer to Mercedes
22 on this one. They need their stuff pretty early.

23 MS. FUENTES: Yeah. I believe -- if it
24 were to go on the June Board meeting, I believe our
25 hard deadline is, I want to say, it is May 15th or

1 May 17th. It's sometime in mid-May.

2 We start putting items on the agenda May
3 1st, then we finalize them by mid-May, and that is
4 our deadline for the June 3rd -- no, June 9th Board
5 meeting.

6 HEARING OFFICER WOODMAN: All right.

7 MS. FUENTES: Otherwise, it will have to
8 go on the September Board meeting.

9 HEARING OFFICER WOODMAN: All right. So,
10 here's what I want to do:

11 First of all, I want to thank our reporter
12 and go off the record.

13 (Off-the-record discussion.)

14 HEARING OFFICER WOODMAN: Okay. Very
15 briefly back on the record.

16 We had a discussion off the record about
17 when the next Board hearing is, which is in the
18 first half of June, and that my decision would need
19 to come out early May to get it on that -- to get it
20 on that Board hearing, which I absolutely want to do
21 to minimize any further down time for Dr. Siems
22 before he has a final decision from the Board.

23 So, that's what I'm doing to do.

24 And so I'm hearing from our Board staff
25 here that they'll go ahead and make plans to have

1 this hearing -- have this matter on the Board's June
2 hearing, so that Dr. Siems can get some finality
3 here.

4 That's what we will do.

5 My thanks to everybody involved, and now
6 we are off the record for good.

7 (Proceedings ended at 2:13 P.M.)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

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

3

4 I, BRANDI ANN VIANNEY SMITH, court
5 reporter, do hereby certify:

6 That I was present on April 13, 2023, at
7 the Nevada State Board of Medical Examiners, 9600
8 Gateway Drive, Reno, Nevada, and took stenotype
9 notes of the proceedings entitled herein, and
10 thereafter transcribed the same into typewriting as
11 herein appears.

12 That the foregoing transcript is a full,
13 true, and correct transcription of my stenotype
14 notes of said proceedings consisting of 166 pages.

15 DATED: At Reno, Nevada, this 20th day of
16 April, 2023.

17

18 /s/ Brandi Ann Vianney Smith

19

20 _____
 BRANDI ANN VIANNEY SMITH

21

22

23

24

25

1 HEALTH INFORMATION PRIVACY & SECURITY: CAUTIONARY NOTICE
2 Litigation Services is committed to compliance with applicable federal
3 and state laws and regulations ("Privacy Laws") governing the
4 protection and security of patient health information. Notice is
5 hereby given to all parties that transcripts of depositions and legal
6 proceedings, and transcript exhibits, may contain patient health
7 information that is protected from unauthorized access, use and
8 disclosure by Privacy Laws. Litigation Services requires that access,
9 maintenance, use, and disclosure (including but not limited to
10 electronic database maintenance and access, storage, distribution/
11 dissemination and communication) of transcripts/exhibits containing
12 patient information be performed in compliance with Privacy Laws.
13 No transcript or exhibit containing protected patient health
14 information may be further disclosed except as permitted by Privacy
15 Laws. Litigation Services expects that all parties, parties'
16 attorneys, and their HIPAA Business Associates and Subcontractors will
17 make every reasonable effort to protect and secure patient health
18 information, and to comply with applicable Privacy Law mandates,
19 including but not limited to restrictions on access, storage, use, and
20 disclosure (sharing) of transcripts and transcript exhibits, and
21 applying "minimum necessary" standards where appropriate. It is
22 recommended that your office review its policies regarding sharing of
23 transcripts and exhibits - including access, storage, use, and
24 disclosure - for compliance with Privacy Laws.
25 © All Rights Reserved. Litigation Services (rev. 6/1/2019)

4

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

*** * * * ***

**In the Matter of Charges and
Complaint Against:
JON LANE SIEMS, M.D.,
Respondent.**

Case No. 23-13009-1

**INVESTIGATIVE COMMITTEE'S
HEARING EXHIBITS**

INVESTIGATIVE COMMITTEE'S EXHIBITS

	Description	Bates Range
1	Letter from Deputy Chief of Investigations and Compliance Officer Johnna LaRue to Jon L. Siems, M.D. with directions for compliance with the settlement agreement and enclosing the settlement agreement filed December 3, 2021.	NSBME 001-002
2	Settlement Agreement filed December 3, 2021 and signed by Jon L. Siems, M.D.	NSBME 003-011
3	Email dated November 18, 2022 from attorney David Mortensen, Esq. to Don White, Senior Deputy General Counsel advising of his withdrawal of representation of Jon L. Siems, M.D.	NSBME 012-013
4	Proof of Service and Delivery of Compliance Letter and Settlement Agreement to David Mortensen, Esq., Attorney for John Siems, M.D. on December 18, 2021.	NSBME 014-015

EXHIBIT 1

EXHIBIT 1

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Victor M. Muro, M.D.
Board President



Edward O. Cousineau, J.D.
Executive Director

December 14, 2021

Jon Siems, M.D.
c/o David J. Mortensen, Esq.
8945 W. Russell Road, Suite 300
Las Vegas, NV 89148

Re: Compliance Case #19-13009-2

Dear Dr. Siems:

On December 3, 2021, the Nevada State Board of Medical Examiners, approved and accepted the Settlement Agreement regarding the complaint filed on Case No. 19-13009-2 finding the following:

- Respondent admits to Count I Malpractice, a violation of NRS 630.301(4), and Count II, Failure to Maintain Proper Medical Records, a violation of NRS 630.3062(1)(a), of the First Amended Complaint.

As a result the Board entered its **ORDER** as follows:

- Respondent's license to practice medicine in the State of Nevada shall be suspended with the suspension to be immediately stayed. Respondent's license shall be subject to suspension upon a term of probation for a period of sixty (60) months;
- Respondent will pay the costs and expenses incurred in the investigation and prosecution of this matter in four (4) equal payments of Six Thousand Two Hundred Fifty-Two Dollars and Seventy-Six Cents \$6,252.76;
- Respondent shall pay a fine of five thousand dollars (\$5,000.00) in four (4) equal payments of One Thousand Two Hundred Fifty Dollars \$1,250.00;
- Respondent shall complete the University of San Diego, Physician Assessment and Competency Evaluation Program (PACE), Competency Assessment, and, if recommended by PACE, the Fitness for Duty (FFD) evaluation, pass all of the above to the satisfaction of the Board, and follow all recommendations presented in the report(s) within one year of the Board's approval, at his cost;
- Respondent shall complete ~~twenty (20) hours of continuing medical education (CME)~~, fourteen (14) of the CME hours related to the subject matter of best practices in Ophthalmologic surgery, and six (6) hours related to the subject matter of maintaining proper medical records, within one (1) year;
- Respondent shall receive a Public Letter of Reprimand;
- Count III shall be dismissed with prejudice, and this Agreement shall encompass the resolution of the formal disciplinary case currently before the Board.

Your compliance with the terms and conditions pertaining to CME's will be monitored by Johnna S. LaRue, CMBI, Compliance Officer. Please contact me at (775) 324-9377 for any questions or concerns regarding CME's.

Telephone 775-688-2559 • Fax 775-688-2321 • medboard.nv.gov • nsbme@medboard.nv.gov

Your compliance with the terms and conditions pertaining to **Administrative Costs and Fines** will be monitored by Donya Jenkins, Finance Manager. Please contact Ms. Jenkins at (775) 324-9354 for any questions or concerns regarding payment of costs and fines. Please make note of the Board's new policies for making payments, credit cards, cashier's checks and money orders are the only form of payment accepted.

Included in the Order are mandatory actions that you must fulfill some of which include:

- 1.) The costs in the amount of \$25,011.04 are due by April 5, 2022. **The payments of \$6,252.76, are due on January 5, 2022, February 5, 2022, March 5, 2022, and paid in full on or before April 5, 2022.**
- 2.) The fine in the amount of \$5,000 is due by April 5, 2022. **The payments of \$1,250, are due on January 5, 2022, February 5, 2022, March 5, 2022, and paid in full on or before April 5, 2022.**
- 3.) The 14 hours of CME related to the subject matter of best practices in Ophthalmologic surgery, and 6 hours related to the subject matter of maintaining proper medical records must be completed by December 3, 2022. Please keep in mind that the CME must be pre-approved so you must submit to me a synopsis of the CME well in advance of the due date. The aforementioned hours of CME shall be in addition to any CME requirements that are regularly imposed upon Respondent as a condition of licensure in the State of Nevada and shall be approved by the Board to meet this requirement prior to their completion.
- 4.) The University of San Diego, Physician Assessment and Competency Evaluation Program (PACE), Competency Assessment, and, if recommended by PACE, the Fitness for Duty (FFD) evaluation, must be completed by December 3, 2022. The Respondent must pass all of the above to the satisfaction of the Board, and follow all recommendations presented in the report(s).
- 5.) Respondent must complete the above terms and conditions within the Probationary Period and demonstrate compliance to the good faith satisfaction of the Board before or within sixty (60) months, including but not limited to, payment in full of costs and fees imposed, and at that time he may petition the Board to lift the probationary status of his license. If Respondent fails to demonstrate compliance with the terms and conditions of this Agreement, or otherwise violates the terms of this Agreement or the Medical Practice Act, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing on immediate suspension of his license, which hearing will be duly noticed.

Please contact me, in writing **within 21 days** and provide the most expeditious method of contacting you. Thereafter, please update me immediately upon any change in your contact information. You may mail the information to the address below, fax it to 775-688-2553 or e-mail it to me at jlarue@medboard.nv.gov. In addition, any additional information required from you should be submitted to the same contact numbers and address.

If you have any questions please call or write. Thank you for your cooperation on this matter.

Respectfully,



Johnna S. LaRue, CMBI
Compliance Officer/Deputy Chief of Investigations
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, NV 89521
(775) 324-9377

EXHIBIT 2

EXHIBIT 2

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and
Complaint Against
JON LANE SIEMS, M.D.,
Respondent.

Case No. 19-13009-2

FILED

DEC 03 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: [Signature]

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and attorney for the IC, and Jon Lane Siems, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, David J. Mortensen, Esq., of the law firm of Messner Reeves LLP, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor licensed by the Board, pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since December 20, 1999 (License No. 9250).

2. On November 13, 2019, in Case No. 19-13009-2, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. On November 25, 2020, in Case No. 19-13009-2, the IC filed a First Amended Complaint (First Amended Complaint). Specifically, the Complaint alleges a violation of NRS 630.301(4), Count I, Malpractice, and a

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any 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.

1 violation of NRS 630.3062(1)(a), Count II, Failure to Maintain Proper Medical Records. The First
2 Amended Complaint consisted of adding a violation of NRS 630.3065(2)(a), Count III, Knowing or
3 Willful Failure to Comply with a Board Order, for not providing medical records upon request.

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

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

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

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

26 7. Respondent understands and agrees that this Agreement, by and between
27 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
28 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent

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

5 **B. Terms & Conditions**

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

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

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

19 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
20 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
21 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
22 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
23 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
24 may apply to him in connection with the administrative proceedings resulting from the Complaint
25 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
26 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.

27 ///

28 ///

1 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
2 Agreement, without a hearing² or any further proceedings and without the right to judicial review.

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

16 a. Respondent admits to Count I Malpractice, a violation of NRS 630.301(4), and
17 Count II, Failure to Maintain Proper Medical Records, a violation of NRS 630.3062(1)(a), of the
18 First Amended Complaint.

19 b. Respondent's license to practice medicine in the State of Nevada shall be
20 suspended with the suspension to be immediately stayed. Respondent's license shall be subject to
21 suspension upon a term of probation for a period of sixty (60) months from the date of the Board's
22 acceptance, adoption, and approval of this Agreement (Probationary Period). Respondent must
23 complete the following terms and conditions within the Probationary Period and demonstrate
24 compliance to the good faith satisfaction of the Board before or within sixty (60) months,
25 including but not limited to, payment in full of costs and fees imposed, and at that time he may
26 petition the Board to lift the probationary status of his license. If Respondent fails to demonstrate
27 compliance with the terms and conditions of this Agreement, or otherwise violates the terms of

28
² A hearing was held on September 30, 2020, December 10, 2020, and December 11, 2020, in which Respondent participated without counsel.

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 will pay the costs and expenses incurred in the investigation and
5 prosecution of this matter in four (4) equal payments of Six Thousand Two Hundred Fifty-Two
6 Dollars and Seventy-Six Cents (\$6,252.76), commencing on January 5, 2022, continuing on
7 February 5, 2022, and March 5, 2022, and paid in full on or before April 5, 2022, upon the
8 Board's acceptance, adoption, and approval of this Agreement.

9 d. For Count I, Respondent shall pay a fine of five thousand dollars (\$5,000.00) in
10 four (4) equal payments of One Thousand Two Hundred Fifty Dollars (\$1,250.00), commencing
11 on January 5, 2022, continuing on February 5, 2022 and March 5, 2022, and paid in full on or
12 before April 5, 2022, upon the Board's acceptance, adoption, and approval of this Agreement.

13 e. Respondent shall complete the University of San Diego, Physician Assessment and
14 Competency Evaluation Program (PACE), Competency Assessment, and, if recommended by
15 PACE, the Fitness for Duty (FFD) evaluation, pass all of the above to the satisfaction of the
16 Board, and follow all recommendations presented in the report(s) within one year of the Board's
17 approval, at his cost.

18 f. Respondent shall complete twenty (20) hours of continuing medical education
19 (CME), fourteen (14) of the CME hours related to the subject matter of best practices in
20 Ophthalmologic surgery, and six (6) hours related to the subject matter of maintaining proper
21 medical records, within one (1) year from the date of the Board's acceptance, adoption, and
22 approval of this Agreement. The aforementioned twenty (20) hours of CME shall be in addition to
23 any CME requirements that are regularly imposed upon Respondent as a condition of licensure in
24 the State of Nevada and shall be approved by the Board prior to their completion.

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

27 h. Respondent shall receive a Public Letter of Reprimand.
28

i. Count III shall be dismissed with prejudice, and this Agreement shall encompass the resolution of the formal disciplinary case currently before the Board.

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

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

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

8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts, approves and adopts this Agreement, the Board shall issue a final order, making this Agreement

1 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed.

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

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

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

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

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

27 ///

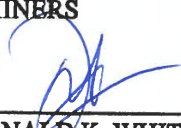
28 ///

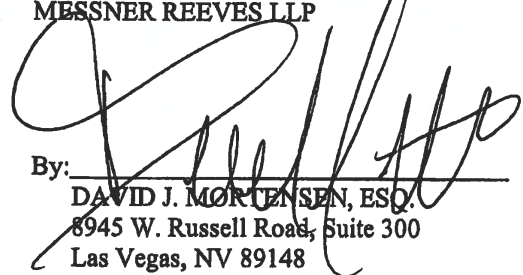
Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to any civil and administrative collection efforts available.

DATED this 29th day of November, 2021. DATED this 20 day of NOV, 2021.

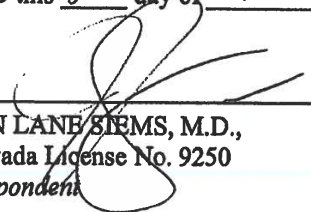
INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

MESSNER REEVES LLP

By: 
DONALD K. WHITE, J.D.
Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: dwhite@medboard.nv.gov
Attorney for the Investigative Committee

By: 
DAVID J. MORTENSEN, ESQ.
8945 W. Russell Road, Suite 300
Las Vegas, NV 89148
Tel: (702) 363-5100
Email: dmortensen@messner.com
Attorney for Respondent

DATED this 29th day of November, 2021.

By: 
JON LANE STEMS, M.D.,
Nevada License No. 9250
Respondent

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 19-13009-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 3rd day of December, 2021.

DATED this 3rd day of December, 2021.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By:



VICTOR M. MURO, M.D.
Board President

EXHIBIT 3

EXHIBIT 3

Meg Byrd

From: Donald K. White
Sent: Wednesday, February 1, 2023 10:23 AM
To: Meg Byrd
Subject: FW: WITHDRAWAL FROM REPRESENTATION OF JON SIEMS, M.D.

Donald K. White, J.D.

Senior Deputy General Counsel
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, NV 89521
775.324.9355
dwhite@medboard.nv.gov

Notice of Confidentiality: The information transmitted is intended only for the person or entity to whom it is addressed and may contain confidential and/or privileged material. Review, retransmission, or dissemination of this information by anyone other than the intended recipient is not authorized. If not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: David J. Mortensen <dmortensen@messner.com>
Sent: Friday, November 18, 2022 10:35 AM
To: Donald K. White <dwhite@medboard.nv.gov>
Cc: Jessica R. Gandy <jgandy@messner.com>; Stephanie Prescott <sprescott@messner.com>
Subject: WITHDRAWAL FROM REPRESENTATION OF JON SIEMS, M.D.

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. White,

Please be advised that effective immediately, I and my firm no longer represent Jon Siems, M.D. in any Nevada State Board of Medical Examiners matter, including but not limited to pending investigations, formal actions or previously negotiated matters.

The last known contact information we have for Dr. Siems is as follows:

Siems Lasik and Eye Center
8230 West Sahara Ave.
Suite 111
Las Vegas, NV 89117
702-948-2010
SiemsLasik@hotmail.com

Please confirm your receipt of this notice and let me know if you have any questions.

Thank you.

Dave

DAVID J. MORTENSEN

Partner

O: 702.363.5100 E: dmortensen@messner.com

8945 W. Russell Road, Suite 300, Las Vegas, NV 89148

One East Liberty Street, Suite 600, Reno, NV 89501

www.messner.com



Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

EXHIBIT 4

EXHIBIT 4

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

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

* * * * *

In The Matter of Charges and Complaint

Case No: 19-13009-2

Against:

FILED

JON LANE SIEMS, M.D.,

DEC 29 2021

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

PROOF OF SERVICE

Settlement Agreement
Public Reprimand
Compliance Letter
Stipulation and Order to Dismiss

9171 9690 0935 0252 5623 60



December 29, 2021


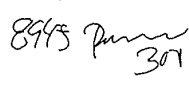
Dear Johnna LaRue:

The following is in response to your request for proof of delivery on your item with the tracking number:
9171 9690 0935 0252 5623 60.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	December 18, 2021, 9:54 am
Location:	LAS VEGAS, NV 89148
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

RESPONDENT'S DOCUMENTS

Jon L. Siems, M.D.
Case No. 23-10039-1

RESPONDENT DOCUMENTS
RECEIVED SINCE FILING OF ORDER OF SUSPENSION

Description	Bates Range
Package of Documents received by Board 12-30-22 regarding PACE registration by Jon Siems, M.D.	SIEMS 0001-0086
Telephone call log to PACE program from Jon Siems, M.D.	SIEMS 0087
CLE Certificates received by the Board 1-17-23	SIEMS 0088-0093
CLE Certificate and Copies of Non-Negotiated Checks sent to Board 1-13-23	SIEMS 0094-0096
Letter to Don White received by email 12-29-22	SIEMS 0097-0098

**SIEMS****LASIK AND EYE CENTERS**

RECEIVED

DEC 30 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

FAX COVER SHEET

- TO: Donald White FROM: Jon Siems, MD
- COMPANY: NV Med Board DATE: 12/30/2022
- FAX NUMBER: 775 688 2321 TOTAL PAGES: 80
- PHONE NUMBER: _____

REG: _____

NOTES:

Initial Pace Contact took place 10/31/2022
2nd Contact = Pace was Nov 8, 2022
3rd Contact = Pace was Dec 19, 2022

UC San Diego
SCHOOL of MEDICINE

Physician Assessment and Clinical
Education (PACE) Program

Invoice

New Mailing Address as of 2019:
200 West Arbor Drive, #8204
San Diego, CA 92103

Phone: 619-543-6770, Email: ucpace@ucsd.edu
General Fax: 619-488-6078, PEP Program Fax: 619-488-6105
Web: paceprogram.ucsd.edu

Invoice Date: 12/20/2022
Invoice Number: 17789
Due Date: 12/20/2022
Participant ID: 13729

Processed By:
jrchurch

To: Jon L Siems, M.D.
Jon Siems, MD, PC
8230 W. Shara Ave. #111
Las Vegas, NV 89117

Activity	Reference	Amount	Credit:	Total
Competency Assessment		\$10,500.00		\$10,500.00
		Total Paid:		\$500.00
		Balance Due:		\$10,000.00

Credit Card PAY ONLINE

You may now pay online by going to <http://www.paceprogram.ucsd.edu> and clicking on the "Pay Invoice" button.

If you need assistance, please call our office at the phone number above.








Check Information

Please make all checks payable to "UC Regents".

Thank you We appreciate your business

12/30/22, 10:36 AM

Fwd: PACE Program - Physician Competency Assessment - Izabella Kolodka - Outlook

 Delete  Archive  Report  Reply  Reply all  Forward  Read / Unread



Fwd: PACE Program - Physician Competency Assessment

JS Jon Siems
To: Izabella Kolodka

    ...

Wed 12/21/2022 10:22 AM

 PACEProgram_Invoice_Siems(...) 211 KB  Comp Assessment Cancellati... 218 KB

 Show all 13 attachments (2 MB)  Download all

Sent from my iPhone

Begin forwarded message:

From: "Segren, Kaden" <ksegren@health.ucsd.edu>
Date: December 20, 2022 at 1:23:14 PM PST
To: siemslasik@hotmail.com
Cc: "Smith, Patricia" <prsmith@health.ucsd.edu>, "Pantig, Junemy" <jpantig@health.ucsd.edu>
Subject: PACE Program - Physician Competency Assessment

Welcome to the PACE Program - Physician Competency Assessment

Dear Dr. Siems,

This email officially confirms receipt of your application to the UCSD PACE Program's Physician Competency Assessment on 12/19/2022. Please note that as of this time you are not yet officially enrolled in the PACE Program. The **initial** payment including the \$500 application fee is \$10,500. Your balance due is \$10,000 (invoice attached). After PACE builds a customized program for you, you will be billed again for an additional amount (please see attached for additional details about the payments and process). Most Physician Competency Assessment Programs cost between \$14,000 and \$18,000 total. In order to become officially enrolled, and for us to begin the scheduling process, we require the remaining balance due and following documents:

- Your curriculum vitae (CV)

about blank

UC San Diego

SCHOOL OF MEDICINE

PACE Program

Competency Assessment Cancellation, Refund, and Rescheduling Policy

- Competency Assessments that have not commenced are eligible for a refund as follows:
 - Cancellation requests received prior to enrollment are eligible for a refund of all fees paid to date less a \$500 cancellation fee.
 - Cancellation requests received after enrollment but prior to scheduling of the Competency Assessment, are eligible for a refund of 70% of all fees paid.
 - Cancellation requests received fourteen (14) or more days from the commencement of the Competency Assessment are eligible for a refund of 50% of all fees paid.
 - Cancellation requests received thirteen (13) days or fewer from the commencement of the Competency Assessment are not eligible for refund.
- Requests to reschedule any or all elements of a Competency Assessment will result in a rescheduling fee of \$500 and may include additional fees to cover sunk costs PACE incurred such as faculty time, purchased materials/supplies, space rental, etc. PACE will provide a detailed invoice for any sunk costs it incurred to accommodate a rescheduling request. Full payment of the rescheduling fee and any sunk costs incurred must be received in full before PACE will reschedule any element(s) of the Competency Assessment.

**** Notices ****

- *All notifications of cancellation, or requests to reschedule any or all elements of your FFD Evaluation must be made in writing, via email (ucpace@ucsd.edu) or fax (619-488-6078) to the attention of the Administrative Director of the Competency Assessment Program and/or your assigned case manager. Refunds will only be issued by way of the original payment method with which the order was placed.*

7.1.2022

UC San Diego Physician Assessment and Clinical Education (PACE) Program
Physical Location: 1550 Hotel Circle North, Suite 320, San Diego, CA 92108
Mailing Address: 200 West Arbor Drive #8204, San Diego, CA 92103-8204
T: 619-543-6770 • F: 619-488-6078 • E: ucpace@ucsd.edu • W: paceprogram.ucsd.edu

UC San Diego

SCHOOL OF MEDICINE

PACE Program

Date: March 11, 2022

To: UC San Diego PACE Program Participants

From: UC San Diego PACE Program Assessment Team

Subject: Update to COVID-19 Policies and Procedures for Conducting In-Person Assessments

This memorandum shall serve to inform you of the UC San Diego PACE Program's guidelines for safely during the COVID-19 pandemic. Our decisions are based on guidelines within the University of California San Diego and its Health System, UC San Diego Health (UCSDH). These are difficult and challenging times and as such we understand that some of you may feel unsafe travelling to and/or attending an in-person assessment at this time. While we have made numerous changes to the way our assessments will be conducted to prevent the spread of COVID-19, we cannot eliminate all risks of transmission. If you feel unsafe travelling to or attending your in-person assessment, we strongly encourage you to share your concerns with the organization that referred you to PACE to see if you can defer your attendance to a later time.

For those who decide to come to San Diego to complete your in-person assessment, we want to let you know that your safety and well-being and that of our employees is our number one priority. The following policies and procedures have been enacted to keep you and our team members safe during your evaluation:

- **COVID-19 Testing:** All participants will be required to have a negative COVID-19 PCR test within 24-72 hours prior to starting their in-person assessment **unless they have proof of immunization (1-2 doses depending on manufacturer) plus booster (1 dose).** **
The PACE Program will offer COVID-19 PCR tests free of charge for any participant who wishes to get one. Participants are not obligated to undergo COVID-19 PCR offered by the PACE Program. Participants who receive testing elsewhere will be responsible for the costs associated with their testing. Participants who receive a positive COVID-19 PCR test result will be required to reschedule their in-person assessments. No cancelation or rescheduling fees will be assessed for an assessment that is rescheduled due to a positive COVID-19 test result. Participants who test positive for COVID-19, or have a known exposure, will not be eligible for in-person activities for at least 14 days, and at least 24 hours without symptoms.
- **** Participants undergoing in-person neuropsychological evaluations will be required to have a negative test regardless of vaccination status. Participants may either get a PCR test within 72 hours OR a rapid antigen test within 48 hours of their in-person start time.**
- **Daily Symptom Screening:** All participants must be symptom free for 14 days prior to the first day of on-site activity and each subsequent day they will be on-site in any UCSD facility or satellite office. Each day the participant is on-site, they will be asked to answer two questions.

Participants who answer "NO" to both questions will be allowed to proceed with their scheduled PACE activities. Participants who answer, "YES" to either questions will be contacted by a PACE employee to discuss their symptoms to determine if the in-person evaluation can proceed or if it will need to be rescheduled.

1) Daily Symptom Screening Checklist question: Are you currently experiencing any of the following?

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue Muscle or body aches
- Headache
- Loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

2) Possible COVID-19 exposure question: In the past 14 days has a public health agency or a healthcare system notified you that you have been exposed to COVID-19 or has anyone in your household been diagnosed with COVID-19 infection?

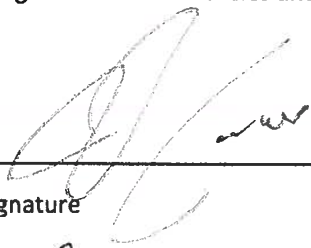
- **Face Masks:** Masks are required to be worn at all times in the PACE Office. Participants may use their own cloth masks or face coverings so long as they entirely cover the mouth and nose. PACE will provide surgical masks if one is needed or requested. Participants can refer to posted UCSDH approved signage for more information.
- **Hand Washing/Sanitizing:** Upon entering the PACE Office, participants must sanitize their hands with alcohol sanitizer (e.g., Purell). Sanitizer will be provided to them. Once inside the PACE Office, participants are encouraged to frequently and thoroughly wash and/or sanitize their hands. Participants are required to wash or sanitize their hands before and after all activities which include contact (SPEs, H&Ps, etc.). Participants can refer to posted UCSDH approved signage regarding handwashing techniques.
- **Physical Distancing:** Participants shall be asked to maintain a minimum of six feet between themselves and others to the extent possible. There may be certain activities during an evaluation (e.g., while performing or undergoing a physical examination) where six feet of distance between all parties is not possible. In these scenarios, all parties will be masked, gloved and provided with additional instructions for how to minimize the risk of transmission.
- **Dedicated Testing Rooms:** Each participant will be assigned to their own testing room in the PACE Office and must stay in that room for the entirety of the day whenever they are not

directly engaged in an activity in another location. Each testing room will be thoroughly cleaned before and after it has been used.

- **Reduced Capacity:** The PACE Program is operating under reduced capacity to maximize physical distancing and to limit person-to-person contact. At this time and for the indefinite future, the PACE Program will allow no more than two participants to be present in our office at once. Similarly, PACE employees will minimize time in the office and work remotely whenever possible.
- **Office Cleaning:** All public areas of the PACE Office will undergo regular cleaning with hospital grade disinfecting wipes. High touch points (e.g., doorknobs, chairs, etc.) will be wiped down with hospital grade disinfecting wipes multiple times per day. Testing rooms will be cleaned before and after each use. Waiting room surfaces will be cleaned daily.

Please contact us by email (ucpace@ucsd.edu) or by phone (619-543-6770) if you have any questions about the above policies and procedures. Participants who fail to follow the above policies and procedures may risk having their in-person evaluations terminated.

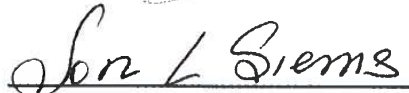
By my signature below, I acknowledge and fully understand and agree to follow to the "UCSD PACE Program COVID-19 Policies and Procedures for Conducting In-Person Assessments."



Signature

12/22/22

Date



Print Name



Root Cause Analysis (RCA) Instructions

Dear PACE Participant:

As part of your enrollment into our Physician Assessment Program, we are asking you to submit a written paper based upon the reason for your referral to PACE. This exercise is known as a Root Cause Analysis (RCA).

Root Cause Analysis is a tool/approach used to acknowledge the occurrence of an adverse consequence or outcome, to identify factor(s) that resulted in that adverse consequence or outcome and to develop strategies and tactics to prevent and or minimize that outcome from recurring in the future.

Your Root Cause Analysis must be at least 2 pages in length, but no more than 4 pages.

Your RCA should answer the following 3 questions in relation to the reasons for your referral to the PACE Program:

- What happened?
- *Why did it happen?
- *What will you do in the future to prevent this from happening again?

*The major emphasis of your paper should be on the second and third bullet points.

Please explain what happened in your own words. As you organize your thoughts please review any relevant medical literature on cause(s) for these events or behaviors as well as methods to prevent recurrence. Please use standard medical literature citations (no more than 2-3 for the entire paper).

Citations should include: Name(s) of authors (last name(s) followed by initials of first name(s), the title of the paper, the journal or book from which it comes, the volume of the journal, the pages from which your citation is taken, and the year of publication.

Example: Norcross WA, Henzel TR, Freeman K, Milner-Mares J, Hawkins RE. Toward meeting the challenge of physician competence assessment: the University of California, San Diego Physician Assessment and Clinical Education (PACE) Program. Acad Med 2009; 84: 1008-1014.

Please contact your case manager if you have any questions about this assignment.

Updated 10/12/2012

UC San Diego

SCHOOL OF MEDICINE

PACE Program

Chart Review Component: Chart Stimulated Recall and/or Assessment of Medical Records

Description:

The PACE Comprehensive Physician Assessment includes a chart review component. A PACE faculty member from your specialty will review a selection of your chart notes and discuss them with you in addition to performing your oral clinical skills/knowledge exam. You may wish to keep a copy of your submitted charts for yourself so you can review them prior to the discussion.

Instructions to Participants:

STEP 1: EMAIL PATIENT LIST.

Please email a list of all patients that you personally treated over the past 30 days to your PACE case manager. If you practice at multiple sites, include separate lists for each location. Please make sure there are no patient names or personal identifiers in the list. Lists that are submitted with patient names or other protected health information will NOT be accepted.

This list(s) should include following details: the date of the encounter, age of the patient, gender of the patient, type of visit (or procedure), and diagnosis.

****If you are a surgeon/proceduralist, please submit one list for office visit patients and a separate list(s) for operative patients (include lists from each of the hospitals where you hold current privileges). Each list should include the following details: date of encounter, age of patient, gender of patient, type of visit, diagnosis, procedure performed, outcome, and complications.**

Upon receipt of the list(s), your case manager will select 10-20+ patient visits and send the selection list back to you (see details below).

STEP 2: SEND BLINDED CHARTS.

Surgeons/Proceduralists: Your case manager will select 10 (or more) patients from the list(s) and you will be required to submit **blinded copies of all pre-operative, intraoperative, and post operative notes for the most recent procedure for each of the selected patients.** Please also include any associated films, imaging, photos, or videos.

Non-Surgeons: Your case manager will randomly select 20 (or more) patient visits from the list(s). You will then need to **submit blinded chart entries for the most recent date of service for each of the selected patients.** Please also include any associated labs or x-rays (if applicable) as well as the patient's problem list, medication list, allergy list, billing sheet, and other relevant data from the chart as needed.

Hospitalists/Inpatient providers: Your case manager will randomly select 10 (or more) patient visits and send the selection list back to you. You will need to submit **blinded copies** of all records that are relevant to the **most recent** inpatient stay, including, labs, x-rays, pre-op and post-op care notes, history and physical exams, discharge summaries, etc. for each selected patient.

Email your blinded records to you case manager as soon as possible. If you are unable to email, please either **Fax, or Mail** ONE copy of your records to the PACE office as soon as possible.

PACE Case Manager
1550 Hotel Circle N., Suite 320
San Diego, CA 92108
Fax Number: (619) 488-6105

Information Regarding Chart Blinding

You must **blind** (remove all personal health information (PHI) – see below for a complete list) all records before submitting to the PACE Office.

Number the blinded pages: For reference purposes, please number the upper right corner of each page of the set of records as follows: your initials-patient "A"-page 1; your initials – patient A-page 2; your initials-patient B-page 1; etc.

Unacceptable Records: Unblinded, original medical records will not be accepted. Records that are not completely blinded, or with removable blinding, will not be accepted. Records that do not match the cases/patients selected by your case manager will not be accepted.

If you are unable to blind the records electronically, you must follow this process:

1. **Photocopy** the originals for each selected patient visit or chart.
2. **Blind the photocopy** by using a heavy black marker (e.g., Sharpie pen) and crossing out any specific identifiable patient health information. *See attached list of data and information that is considered to be personal, identifiable health information (PHI) under HIPAA Privacy Law.*
3. **Photocopy the blinded records** – this is the **ONLY** version you should submit to PACE.

Protect your patient's privacy! It's the law!
Here's how to blind a medical record to de-Identify your patient's
protected health information or "PHI".

Department of Health & Human Services
Health Insurance Portability & Accountability Act (HIPAA)
Privacy & Security Laws

<https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>

Excerpt regarding "Protected Health Information" or PHI

Protected health information (PHI) means individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is:
 - (i) Transmitted by electronic media;
 - (ii) Maintained in any medium described in the definition of electronic media at § 162.103 of this subchapter; or
 - (iii) Transmitted or maintained in any other form or medium.
- (2) Protected health information excludes individually identifiable health information in:
 - (i) Education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; and
 - (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv).

MEDICAL RECORDS

This exhibit contains personal medical information, records of a patient or other personal identifying information that is confidential and otherwise protected from disclosure to the public pursuant to NRS 622.310.

CONSENT, AUTHORIZATION TO RELEASE OF INFORMATION, AND HOLD HARMLESS

I understand that as part of my participation in the UC San Diego PACE Assessment program (the "Program") I will be undergoing a comprehensive assessment that includes a physical health evaluation and a clinical practice assessment. These evaluations will consist of reviews of various documents and records, an interview, a comprehensive physical exam that includes neuropsychological and psychological screening, and the observation and determination of my clinical skills through standardized objective assessment. I realize that certain types of information obtained during this comprehensive assessment may result in other people being notified about such information. Examples of such information include the mandatory reporting of child and elder abuse, a threat of physical harm or violence against others, threat of harm to me, the inability to operate a vehicle secondary to a health condition, and evidence that may represent a threat to patient safety.

In the event that I was referred to the Program through my State Medical board or equivalent thereof, I understand that I am expressly waiving my right of confidentiality in the information I provide to PACE faculty and staff during the Program. I agree that subject to my right to cross examination and to present rebuttal evidence, such information shall be submitted for all purposes in any proceedings by the applicable Medical Board or equivalent thereof, where it might be relevant.

This release and authorization does not serve as a waiver of any attorney work-product or attorney client privilege, if either of these privileges are available in this case. If this evaluation is court ordered, I recognize that a full written and verbal disclosure of the information obtained from me or through my participation in the Program will be presented to the court and that all parties involved will have access to the report and the information at the judge's discretion. I may consult with my attorney if I have any questions about my rights or privileges.

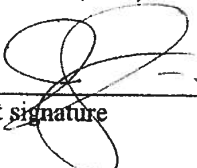
During my participation in the Program, I understand that a variety of PACE staff and faculty will be involved in providing both direct professional services as well as copying pertinent information and materials. Additionally, PACE staff may consult with other professionals as part of ongoing professional education, research or workshop presentations. Given that the Program is dedicated to the improvement of its programs and promoting the science of behavior change, the information I provide as a participant in this program is likely to be used for evaluation and research purposes. I acknowledge and agree that UC San Diego may present and publish such information only after all personal identifiers are removed or redacted from the data. I understand that this includes but is not limited to information I provide during my participation in the Program, including, but not limited to, assessment, treatment, and Program follow-up.

In the event I am referred to the Program through my applicable State Medical Board, I understand that I will not be provided with a copy of any of the written reports pertaining to my participation in the Program, nor, in most circumstances, do other parties receive copies of such written reports. In the event that a third party other than the State Medical Board referred me to the PACE Program and/or where a third party has contracted directly with PACE for my participation in a PACE program, any request for a copy of any written reports generated by PACE may be obtained through my lawyer, through the court, through the Medical Board or through the office referring me for the evaluation. All inquiries for such reports should be directed to the party contracting for PACE services. I understand that PACE and the University of California will extend their best professional efforts to maintain the confidentiality of my participation records within the scope of applicable confidentiality and privacy laws and regulations. I also acknowledge that PACE faculty or staff must oblige by all statutory and/or court orders requiring disclosure and/or appearances regarding my participation in the PACE program. Such disclosures may

include reporting to the Department of Motor Vehicles (DMV), wherein I understand and agree that UCSD may recommend and/or submit a Request for Driver Reexamination (Form DS 699) in the event that the PACE assessment concludes that there is/are cognitive impairment(s) which may have an impact on my ability to operate a motor vehicle. .

I have read the information in this authorization and consent form. I have been provided with the opportunity to ask questions and clarify anything I have not fully understood. By signing this form I acknowledge my voluntary willingness to participate in the Program to be performed by PACE faculty. I agree to indemnify and hold harmless the Regents of the University of California, its officers, agents and employees, from any and all liability resulting from or arising in connection with their actions under this agreement and my participation in the Program.

Jon L. Siems
Participant name (Print)


Participant signature


12/22/22
Date

**TERMS AND CONDITIONS FOR PARTICIPATION IN
UCSD PHYSICIAN ASSESSMENT AND CLINICAL EDUCATION (PACE) PROGRAM**


I hereby agree to abide by the following terms and conditions for participating in the UC San Diego PACE Program (the "Program").

1. I understand and agree that the Program does not guarantee any outcome and that the Program shall have sole discretion to decide length and suitability of my participation in any PACE activity.
2. I agree to maintain confidentiality of all patient records and patient information disclosed to me in the course of my activities at the Program in compliance with all applicable state and federal privacy regulations.
3. I shall at all times: a) comply with instructions of the Program faculty while on-site at the designated Program location(s); b) shall NOT participate in patient care; and c) shall remain on-site at the designated Program location(s) only during hours of my designated PACE schedule.
4. I understand and agree that my participation in the PACE program does not qualify me for coverage under any of the UC self-insurance programs, including, but not limited to, professional liability coverage and workers' compensation insurance. Should I be named in any lawsuit, claim or demand, I shall be personally responsible for my own defense and the payment of any judgment or settlement which may be awarded or entered into.
5. I understand and agree that all the Program fees are: a) payable prior to enrollment; b) non-refundable; c) not applicable to any other PACE activity or a repeat session.
6. I understand and agree to initial one of the following two items below:

Referred by a third party: By my initials below, I acknowledge and fully understand that _____ (name of referring entity) has engaged PACE to evaluate me in the Program and as a result they are entitled to receive a report directly from PACE. I further understand and agree that I will not receive a report of my participation in the Program directly from PACE.

 (Initial Here)

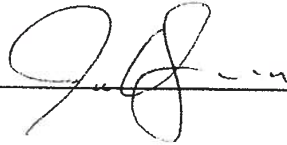
Self-referred: By my initials below, I acknowledge and fully understand that I am engaging PACE to evaluate me in the Program and as a result I am entitled to receive a report directly from PACE. I understand and agree that PACE will disclose results of my activity in the Program only to parties authorized by me or as required by law or duly authorized regulatory agency.

 (Initial Here)

7. I understand and agree that UCSD will disclose results of my activity only to parties authorized by me or as required by law or duly authorized regulatory agency.

(a) Department of Motor Vehicle (DMV) Reporting: I understand that UCSD may recommend and/or submit a Request for Driver Reexamination (form DS 699) in the event that the UCSD evaluation concludes that there is/are cognitive impairment(s) which may have an impact on my ability to operate a motor vehicle.

Signature



Print Name

J. L. Siems

Date

12/22/22



CNA Loss Run Report
As of Apr 28, 2022

Show Selections
Load Selections
Report Definition

Policy Number: 6072790884

Loss Basis: Net

Suppress Reserves No

Suppress Loss Desc.: No

Suppress Claimant No

Policy Number: 6072790884

Insured Name: JON L SIEMS MD

Insured DBA: SIEMS ADVANCED LASIK AND IMAGE C

Policy Effective: 08/15/2018

Producer Name: RISK PLACEMENT SERVICES INC

Zone: BRANCH MANAGED

Policy Expiration: 08/15/2019

Producer Code: 998425

Distribution Branch: CHICAGO

Date Reported	Loss Date	Occur Date	Closed Date	Claim Nbr	Claimant Name	Claim Status	Accident State	Loc Code	Policy Account State	Indemnity Paid	Total Expenses	Indemnity Reserves	Total Incurred
07/08/2019	07/08/2019	06/14/2018	00/00/0000	HMB09311	[REDACTED]	OPEN	NV	N/A	NV	\$0	\$1,731	\$200,000	\$201,731
Insured DBA: SIEMS ADVANCED LASIK AND IMAGE CENTER													
Loss Description: SU, Lost vision in eye after Lasik cataract surgery													
Policy Total for Effective Date 08/15/2018:										\$0	\$1,731	\$200,000	\$201,731

Report ID: MV 335

Continental Casualty Company

Print Date: 4/29/2022
Page 1 of 3

From: Siems Lasik

702 948 6817

12/30/2022 14:19

#125 P.037/086



CNA Loss Run Report
As of Apr 28, 2022

Save Selection
Load Selection
Report Definition

Policy Number: 6072790884

Loss Basis: Net

Suppress Reserves No

Suppress Loss Desc.: No

Suppress Claims: No

Policy Number: 6072790884

Insured Name: JON L SIEMS MD

Insured DBA:

Policy Effective: 08/15/2019

Producer Name: RISK PLACEMENT SERVICES INC

Zone: BRANCH MANAGED

Policy Expiration: 08/15/2020

Producer Code: 998425

Distribution Branch: CHICAGO

Date Reported	Loss Date	Occur Date	Closed Date	Claim Nbr	Claimant Name	Claim Status	Accident State	Loc Code	Policy Account State	Indemnity Paid	Total Expenses	Indemnity Reserves	Total Incurred
------------------	--------------	---------------	----------------	-----------	---------------	-----------------	-------------------	-------------	----------------------------	-------------------	-------------------	-----------------------	-------------------

No claims were found for this policy.

From: Siems, Lasik

702 948 6817

12/30/2022 14:20

#125 P.038/086

Report ID: MV 335

Continental Casualty Company

Print Date: 4/28/2022
Page 2 of 3



CNA Loss Run Report
As of Apr 28, 2022

Save Selections
Load Selections
Report Definition

Policy Number: 6072790884

Loss Basis: Net

Suppress Reserves No

Suppress Loss Desc.: No

Suppress Claims No

Policy Number: 6072790884

Insured Name: JON L SIEMS MD

Insured DBA: JON L SIEMS MD

Policy Effective: 08/15/2020

Producer Name: RISK PLACEMENT SERVICES INC

Zone: BRANCH MANAGED

Policy Expiration: 08/15/2021

Producer Code: 998425

Distribution Branch: CHICAGO

Date Reported	Loss Date	Occur Date	Closed Date	Claim Nbr	Claimant Name	Claim Status	Accident State	Loc Code	Policy Account State	Indemnity Paid	Total Expenses	Indemnity Reserves	Total Incurred
07/20/2021	07/20/2021	12/01/2019	00/00/0000	HMB32832	[REDACTED]	OPEN	NV	N/A	NV	\$0	\$0	\$1	\$1
Insured DBA: JON L SIEMS MD				Loss Description: SU- Complication after Lasik surgery									

Policy Total for Effective Date 08/15/2020:

\$0 \$0 \$1 \$1

Policy Grand Total:

\$0 \$1,731 \$200,001 \$201,732

Policy Grand Total for 08/15/2018:

\$0 \$1,731 \$200,000 \$201,731

Policy Grand Total for 08/15/2020:

\$0 \$0 \$1 \$1

From: Siems, Lasik

702 948 6817

12/30/2022 14:20

#125 P.039/086

Report ID: MV 335

Continental Casualty Company

Print Date: 4/28/2022
Page 3 of 3

Jon L. Siems, M.D.**Curriculum Vitae****Professional Credentials**

Dr. Siems limits his practice to refractive surgery. He has previously served as Medical Director of the UCLA Inland Excimer Laser Center, the Ontario Laser Center, and the Laser Vision Institute of Las Vegas. Dr. Siems has performed 27,500 Lasik procedures as of 2003. He is certified on several lasers including the Alcon Ladarvision (including wavefront-based custom ablation), B&L Technolas, VISX, Nidek, and the IntraLase laser. As one of 24 certified Nidek trainers in the U.S., he has certified over 60 ophthalmic surgeons in excimer laser surgery. He has been a participant and an invited speaker at many national and international meetings. Dr. Siems is one of the first surgeons in the U.S. to implant the Staar implantable contact lens. He is also one of the first Ophthalmic surgeons in the U.S. to use the new IntraLase femtosecond laser to create corneal flaps during LASIK surgery. Recently, Dr. Siems was chosen to be the first Ophthalmologist in the U.S. to perform the Laser Assisted Presbyopic Reversal Procedure currently under FDA investigation. He was also the first Ophthalmologist to perform this new eye surgery in the country of South Africa. In 2002, Dr. Siems opened his new state-of-the-art refractive surgery center - The Siems Advanced Lasik and Image Center.

Education

1982-1985 B.A. with Highest Distinction, University of Northern Iowa
 1987-1991 M.D. with Highest Distinction, University of Iowa College of Medicine (AOA-junior year)

Professional Training

1991-1992 Internship in Internal Medicine - University of Michigan
 1992-1995 Residency in Ophthalmology - University of Michigan, Kellogg Eye Center

Fellowships

1996 Mini-fellowship in Refractive Laser Surgery, UCLA with Robert Maloney, M.D.

Professional Affiliations

- Board Certified, American Board of Ophthalmology
- Society for Excellence Eye Care
- American Society of Cataract and Refractive Surgery
- American Academy of Ophthalmology
- California Medical Association
- American Medical Association

Investigational Studies

- Principal investigator, FDA investigational device exemption-NIDEK EC 5000 Excimer Laser for the correction of mild, moderate, and severe myopia combined with astigmatism.
- Principal investigator, Phase III FDA Hyperopic trial for the Staar Implantable Contact Lens.
- Principal investigator, Phase I FDA trial of the Surgilight laser assisted presbyopic reversal procedure.

Staff Positions Held

2002 - Present Siems Advanced Lasik & Image Center
 2002 - Present Mentor at UNLV School of Medicine
 1999 - 2002 Medical Director, The Laser Vision Institute in Las Vegas, Nevada
 1999 - 2000 Staff Ophthalmologist, Pacific Eye Institute
 1999 - 2000 Co-Director, Ontario Laser Center
 1998 - 1999 Director, LCA San Bernadino Excimer Laser Center
 1996 - 1998 Co-Director, UCLA Inland Excimer Laser Center
 1995 - 1999 Staff Ophthalmologist, Inland Eye Clinic and Surgery Center

National and International Presentations

- "LAPR - A New Presbyopic Treatment", South African Refractive Society, Pretoria, South Africa (June 2003)
- "Initial Clinical Results from the Phase I FDA Trial of the Surgilight Laser Assisted Presbyopic Reversal Procedure", ASCRS annual meeting, San Francisco, CA (May 2003)
- "Early Results from Our Experience with the Laser Assisted Presbyopic Reversal Procedure", ASCRS annual meeting, San Francisco, CA (May 2003)
- Panelist at B&L Technology Partners Meeting, ASCRS annual meeting, San Francisco, CA (May 2003)

- Panelist at ASCRS – Paper session on advances in refractive surgery, Philadelphia, PA (Spring 2002)
- "Risks and Benefits of Intralase Based Lasik Surgery", ASCRS annual meeting, Philadelphia, PA (June 2002)
- "Wavefront Scanning Comparison of Higher Order Aberrations Associated with the Use of the Hansatome Keratome or the Intralase Laser to Create Corneal Flaps During Lasik", ASCRS annual meeting, Philadelphia (June 2002)
- "Wavefront Scan Comparison of Myopic and Myopic Astigmatic Eyes Treated with the B&L Technolas 217 Laser or the Alcon LADARVision Laser", ASCRS annual meeting, Philadelphia (June 2002)
- Siems Advanced LASIK Annual Optometric Continuing Education Program (December 2001)
- "Phakic IOL's", Post-graduate refractive surgery seminar, Southern California College of Optometry (June 1999)
- "LASIK Complications", Mojave Eye Society, Big Bear, CA (April 1999)
- "How to Prosper with Cataract Surgery in Days of Declining Reimbursement", SEE Island Ophthalmology Seminar, St. Thomas (March 2, 1999)
- "Comparison of Refractive Lensectomy and Excimer-Laser Based Refractive Surgical Techniques in Myopia over Fifty-five Years of Age", Plate Haptic Lens Implantation Technique Symposium, AAO meeting in San Francisco, CA (October 25, 1997)
- Summit PRK Optometric Education Course, UCLA, Jules Stein Eye Institute (November 30, 1996)
- "Pearls and Perils of Clear Corneal Cataract Extraction with Topical Anesthesia", American Society of Cataract and Refractive Surgeons annual meeting, Seattle, WA (June 1996)
- The Inward – Rectifying Potassium Channel of Retinal Pigment Epithelial Cells, University of Michigan Post-graduate seminar, Ann Arbor, MI (1995)
- "Indications of Laser Vision Correction", Photorefractive Keratectomy Certification Course, UCLA, Jules Stein Eye Institute (November 1995)
- Dr. Siems has delivered talks at more than thirty local events on cataract/refractive surgery.

TV & Radio Appearances

- Channels 3 & 13 – New Advancement in LASIK Surgery – Custom Ablation (July 2003)
- Radio 102.7 – Special feature with radio personality Ivy Lamonica & website on Intralase Surgery (May 2003)
- Channels 3, 8 & 13 News Report – Special feature on Laser Assisted Presbyopic Reversal (May 2003)
- Channel 3 News Report – Special feature on the use of the Surgilight Laser for presbyopic correction (January 2003)
- Channel 8 News Report – Special feature on Laser Assisted Presbyopic Reversal (January 2003)
- Radio 97.1 – Special Feature using Intralase with radio personality Stephanie MacKenzie (January 2003)
- Radio 92.3 – Special Feature using Intralase Surgery with radio personality Craig Williams (December 2002)
- Channel 13 News Report – Lasik Surgery Guidelines (June 4, 2002)
- Channel 13 News Report – Intralase Eye Surgery (April 18, 2002)
- Channel 13 News Report – Special feature on the advancement of LASIK surgery using the Intralase Laser (February 14, 2002)

Courses

- New Fourth Generation Fluoroquinolones, Allergan Sponsored Event, Vancouver, Canada (June 19-22, 2003)
- Ophthalmic Leadership Conference, Corona Del Mar (June 2003)
- VIP Ophthalmic Leadership Conference, Bausch & Lomb Corporate Headquarters, Rochester, NY (March 2002)
- Surgical Treatment of Presbyopia with Scleral Band Implants, AOA annual meeting, New Orleans, LA (November 9-10, 2001)
- Use of the Femtosecond Laser to Create a Lasik Flap, ASCRS, San Diego, CA (2001)
- Nidek Laser Certification Course, Ontario, CA (1999)
- Implantation of the Staar Implantable Contact Lens, Tijuana, Mexico (December 1998)
- C-LASIK-Lamellar Refractive Surgery Course, Director: Stephen Slade, M.D., Baltimore, MD (March 1997)
- Surgical Excellence and Efficiency Course, Eye Centers of Florida, Fort Meyers, FL (May 1996)
- Photorefractive Keratectomy Certification Course, UCLA/Jules Stein Eye Institute (November 1995)

Research

- Research with Debra Thompson, Ph.D., Departments of Ophthalmology and Molecular Biology, University of Michigan, 1993-1995. Project Molecular Characterization of the Inward-Rectifying Potassium Channel of Bovine Retinal Pigment Epithelium.

- Research with Victor Elner, M.D., Ph.D., Department of Ophthalmology, University of Michigan. Project: The Role of Conjunctival Biopsy in the Diagnosis of Wegener's Granulomatosis.
- Research with Donald D. Heistad, M.D., Cardiovascular Division, University of Iowa, 1985-1987.

Publications and Posters

- Laser Presbyopic Reversal (LAPR) – Preliminary Results in the United States. C. Cozcan, Ph.D., J. Siems, M.D., Sandra Belmont, M.D. Submitted for Publication.
- Wavefront Scan Comparison of Myopic and Myopic Astigmatic Eyes Treated with the Bausch and Lomb Technolas 217A Laser and the Alcon LADARVision Laser. Abstract – ASCRS, June 2002.
- A Wavefront Scanning Comparison of Higher-Order Aberrations Associated with the Use of the Hansatome Keratome or the Intralase Laser to Create Corneal Flaps During Lasik. Abstract – ASCRS, June 2002.
- Lasik Sponge Preferences. Eye World Journal 2000.
- The Role of Conjunctival Biopsy in the Diagnosis of Wegener's Granulomatosis. Poster – University of Michigan Post-graduate seminar, Ann Arbor, MI 1998.
- Clear Corneal Cataract Incisions and Iris Prolapse – Spring 1996 Staar Lens International Newsletter.
- Role of Molecular Charge in Disruption of the Blood-Brain Barrier During Acute Hypertension. Circ. Research 1989; 64: 65-664.
- Effects of Stimulation of Fastigial Nucleus on Cerebral Blood Flow in Cats. Am.J.Physio, 1989; 257: H297-H304.

Unpublished

- Vasa Vasorum and the Release of Endothelium Derived Relaxing Factor.
- Effect of the Arachidonic Acid Metabolite 15-HETE on Endothelial Cell Mitogenesis.
- Molecular Characterization of the Inward – Rectifying Potassium Channel of the Retinal Pigment Epithelium.

November 29, 2022

1

Patient: A
Age: 22
Gender: Female
Diagnosis: Myopia,Astigmatism OU
Reason for visit: Lasik consultation

Patient: B
Age: 30
Gender: Female
Diagnosis: Myopia,Astigmatism
Reason for visit: Lasik consultation

Patient: C
Age: 76
Gender: Male
Diagnosis: Hyperopia with astigmatism OD , Myopia with astigmatism OS
Reason for visit: Enhancement evaluation

Patient: D
Age: 24
Gender: Female
Diagnosis:PERIPHERAL SCAR OU
Reason for visit: 2 week lasik follow up

Patient: E
Age: 80
Gender:Male
Diagnosis: Pseudophakia OS
Reason for visit: 1 day cataract surgery post op OS

Patient: F
Age: 59
Gender: Male
Diagnosis: PERIPHERAL SCAR OU
Reason for visit: 6 month lasik post -op

Patient: G
Age: 48
Gender: Male
Diagnosis: PERIPHERAL SCAR OU
Reason for visit: 2 week monovision lasik post op

Patient: H
Age: 45
Gender: Female
Diagnosis: pseudophakia OU

Reason for visit: cataract post op both eyes

2

Patient: I

Age: 71

Gender: Male

Diagnosis: Pseudophakia OD

Reason for visit: follow up on cataract surgery OD

Patient: J

Age: 52

Gender: Male

Diagnosis: PERIPHERAL SCAR OU

Reason for visit: 6 month Monovision lasik follow up

Patient: K

Age: 66

Gender: Male

Diagnosis: Peripheral scar ou

Reason for visit: Lasik procedure post op

Patient: L

Age: 66

Gender: Male

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: M
Age: 46
Gender: Female
Diagnosis: Hyperopia. Astigmatism OD
Reason for visit: LASIK Enhancement Procedure OD

Patient: N
Age: 62
Gender: Male
Diagnosis: Hyperopia, Astigmatism OU
Reason for visit: LASIK Enhancement procedure both eyes

Patient: O
Age: 32
Gender: Male
Diagnosis: Myopia, Astigmatism OU
Reason for visit: Lasik procedure OU

Patient: P
Age: 77
Gender: Female
Diagnosis: AMD OU
Reason for visit: Medical/ Annual

Patient: Q
Age: 55
Gender: Female
Diagnosis: Conjunctivitis OU
Reason for visit: Medical follow up

Patient: R
Age: 63
Gender: Female
Diagnosis: peripheral scar ou, cataracts ou, ocular hypertension ou
Reason for Visit: Annual exam

November 30, 2022

Patient: A
Age:74
Gender:Male
Diagnosis:Pseudophakia both eyes
Reason for visit: PCO check

Patient: B
Age:39
Gender: Male
Diagnosis: Peripheral scar both eyes
Reason for visit: Annual exam

Patient: C
Age: 54
Gender:Female
Diagnosis: PVD both eyes, Peripheral scar both eyes
Reason for visit: New Patient, Annual exam

Patient: D
Age: 72
Gender:Female
Diagnosis:Dermatochalasis BUL, Cataract ou
Reason for visit: medical follow up

Patient: E
Age: 58
Gender: Female
Diagnosis: Peripheral scar ou, cataracts ou
Reason for visit: Annual exam

Patient: F
Age:54
Gender:Male
Diagnosis: Pseudophakia os
Reason for visit: follow up

Patient: G
Age:61
Gender: Male
Diagnosis: Pseudophakia ou, no BDR
Reason for visit: follow up

Patient: H
Age:58
Gender:Male
Diagnosis:Peripheral scar both eyes
Reason for visit: lasik procedure post op

Patient: I
Age: 50
Gender: Male
Diagnosis:Peripheral scar both eyes
Reason for visit: post op visit

Patient: J
Age: 17
Gender:Male
Diagnosis:Peripheral scar both eyes
Reason for visit:post op visit

Patient: K
Age:52
Gender: Female
Diagnosis:Peripheral scar both eyes
Reason for visit: Post op visit

Patient: L
Age: 75
Gender: Female
Diagnosis:Peripheral scar ou
Reason for visit: post op visit

Patient: M
Age: 62
Gender: Male
Diagnosis:Peripheral scar both eyes
Reason for visit: post op visit

Patient: N
Age: 77
Gender:Female
Diagnosis: Pseudophakia ou
Reason for visit:Post op visit

Patient: O
Age: 55
Gender: Female
Diagnosis:Peripheral scar ou
Reason for visit: Post op

Patient: P
Age: 22

Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: Post op

Patient: Q
Age: 48
Gender: female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: R
Age: 68
Gender:Female
Diagnosis:Corneal transplant OD
Reason for visit: Post op

Patient: S
Age: 48
Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: Post op

Patient: T
Age: 62
Gender: Male
Diagnosis:Peripheral scar ou
Reason for visit: post op

Patient: U
Age:34
Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: lasik post op

Patient: V
Age:46
Gender:Female
Diagnosis: Peripheral scar od
Reason for visit: post op

Patient: W
Age: 51
Gender: Male
Diagnosis: Hyperopia, Astigmatism with presbyopia ou
Reason for visit: Lasik consultation

Patient: X
Age:56
Gender: Female
Diagnosis:Hyperopia, astigmatism, presbyopia both eyes
Reason for visit: Monovision Lasik procedure both eyes

Patient: Y
Age:42
Gender: Female
Diagnosis: Astigmatism with presbyopia ou
Reason for visit: Monovision lasik procedure both eyes

Patient: Z
Age: 27
Gender: Male
Diagnosis: Hyperopia, astigmatism both eyes
Reason for visit:Lasik procedure both eyes

Patient: AB
Age: 52
Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: post op

December 1, 2022

Patient: A
Age: 48
Gender: Female
Diagnosis: peripheral scar OD
Reason for visit: post op

Patient: B
Age: 56
Gender: Female
Diagnosis: Peripheral scar ou
Reason for visit: Post op

Patient: C
Age: 29
Gender: Female
Diagnosis: myopia ou
Reason for visit: Lasik enhancement consultation

Patient: D
Age: 77
Gender: Female
Diagnosis: Epithelial ingrowth OD
Reason for visit: EI removal procedure OD

Patient: E
Age: 56
Gender: Female
Diagnosis: peripheral scar ou

Reason for visit:post op

Patient:F
Age:62
Gender:male
Diagnosis: Pseudophakia OS
Reason for visit: Post Op

Patient: G
Age: 27
Gender: Male
Diagnosis:Peripheral scar ou
Reason for visit: post op

Patient: H
Age:74
Gender: Female
Diagnosis:Peripheral scar
Reason for visit: post op

Patient: I
Age:22
Gender: Male
Diagnosis:peripheral scar
Reason for visit: post op

Patient: J
Age:54
Gender:Female
Diagnosis: peripheral scar OU
Reason for visit:post op

Patient: K
Age: 63
Gender: female
Diagnosis:peripheral scar OD
Reason for visit: Post op

Patient: L
Age:73
Gender: Female
Diagnosis:pseudophakia ou , s/p yag ou
Reason for visit: Annual exam

Patient:M

Age:30
Gender:female
Diagnosis:Myopia
Reason for visit: Lasik enhancement OS

Patient: N
Age: 56
Gender:female
Diagnosis: hyperopia, astigmatism, presbyopia ou
Reason for visit: lasik procedure ou

Patient: O
Age:82
Gender:female
Diagnosis: Pseudophakia ou, PCO ou
Reason for visit: pco check

Patient: P
Age:71
Gender:female
Diagnosis:peripheral scar ou
Reason for visit: post op

Patient: Q
Age: 77
Gender:female
Diagnosis:refractive error ou
Reason for visit: clear lens exchange procedure ou

Patient: R
Age:72
Gender:Male
Diagnosis: cataract OD
Reason for visit:CE IOL procedure OD

Patient: S
Age: 77
Gender: Male
Diagnosis:Cataract OS
Reason for visit: CE IOL procedure OS

Patient: T
Age: 74
Gender: Male
Diagnosis:cataract OD
Reason for visit:CE IOL procedure OD

Patient: U
Age: 66
Gender: Female
Diagnosis: Cataract OS
Reason for visit: CE IOL procedure OS

Patient: V
Age: 82
Gender: Female
Diagnosis: PCO ou
Reason for visit: Yag Cap laser procedure OD

Patient: W
Age: 60
Gender: Female
Diagnosis: PCO OS
Reason for visit: Yag cap laser procedure OS

Patient: X
Age: 61
Gender: Female
Diagnosis: PCO ou
Reason for visit: Yag cap laser procedure OS

Patient: Y
Age: 76
Gender: Female
Diagnosis: PCO OS
Reason for visit: Yag cap laser procedure OS

Patient: Z
Age: 66
Gender: Male
Diagnosis: PCO OD
Reason for visit: Yag cap Procedure OD

December 2, 2022

Patient: A
Age: 77

Gender:female
Diagnosis: Epithelial ingrowth OD
Reason for visit: EI removal procedure OD

Patient: B
Age: 56
Gender: Female
Diagnosis: Flap wrinkle OD
Reason for visit: Iron flap procedure OD

Patient: C
Age: 66
Gender: Female
Diagnosis: pseudophakia OS
Reason for visit: post op

Patient:D
Age:68
Gender:Female
Diagnosis: POAG OU
Reason for visit: follow up

Patient: E
Age: 72
Gender:Male
Diagnosis: pseudophakia OD
Reason for visit: post op

Patient: F
Age: 56
Gender: Female
Diagnosis: Peripheral scar OU
Reason for visit: Post OP

Patient: G
Age: 46
Gender: Male
Diagnosis: Peripheral scar OU
Reason for visit: Post op

Patient: H
Age:77
Gender: Female
Diagnosis: pseudophakia OU
Reason for visit: post op

Patient: I
Age:37
Gender:Male
Diagnosis: Iritis OS
Reason for visit: Np annual exam

Patient: J
Age:46
Gender:Female
Diagnosis: Peripheral scar ou
Reason for visit: post op

Patient: K
Age: 37
Gender: female
Diagnosis: Keratoconus OU
Reason for visit: Annual exam

Patient: L
Age: 61
Gender:Male
Diagnosis: Peripheral Scar OU
Reason for visit: post op

Patient: M
Age: 34
Gender:female
Diagnosis: peripheral scar ou
Reason for visit: Annual exam

Patient: N
Age: 71
Gender:Male
Diagnosis: pseudophakia OS
Reason for visit: post op

Patient: O
Age: 42
Gender: Female
Diagnosis: irregular astigmatism OU
Reason for visit: Lasik Consultation

Patient: P
Age:20
Gender:female
Diagnosis: Myopia OU
Reason for visit: Lasik Consultation

Patient: Q
Age:34
Gender:Female

Diagnosis:peripheral scar OS
Reason for visit: Post OP

Patient: R
Age:55
Gender:Male
Diagnosis:Nasal/Central corneal scar OS
Reason for visit: post op

Patient: S
Age: 74
Gender:Male
Diagnosis: pseudophakia OD
Reason for visit: post op

Patient: T
Age: 48
Gender:Female
Diagnosis: Peripheral scar ou
Reason for visit: Annual exam

December 6, 2022

Patient: A
Age: 65
Gender: Female
Diagnosis: pseudophakia OS
Reason for visit: post op

Patient: B
Age: 24
Gender: Male
Diagnosis: peripheral scar OU
Reason for visit: post op

Patient: C
Age:37
Gender:Male
Diagnosis: Iritis OS
Reason for visit: follow up

Patient: D
Age:50
Gender:Female
Diagnosis: pseudophakia ou
Reason for visit: post op

Patient: E
Age: 59
Gender: Female
Diagnosis: PVD OD
Reason for visit: follow up

Patient: F
Age: 65
Gender: Female
Diagnosis: pseudophakia OU
Reason for visit: post op

Patient: G
Age: 50
Gender: Female
Diagnosis: pseudophakia ou
Reason for visit: post op

Patient: H
Age: 83
Gender: Female
Diagnosis: pseudophakia ou, PCO ou
Reason for visit: Annual exam

Patient: I
Age: 54
Gender: female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: J
Age: 51
Gender: Male
Diagnosis: hyperopia, astigmatism, presbyopia ou
Reason for visit: Mono-vision lasik procedure ou

Patient: K
Age: 65
Gender: Female
Diagnosis: hyperopia, presbyopia
Reason for visit: Lasik consultation

Patient:
Age:
Gender:
Diagnosis:
Reason for visit:

December 7, 2022

Patient: A
Age: 73
Gender: Female
Diagnosis: peripheral scar OU
Reason for visit: post op

Patient: B
Age: 70
Gender: Female
Diagnosis: Pseudophakia OU, no BDR
Reason for visit: Annual Exam

Patient: C
Age: 32
Gender: Female
Diagnosis: peripheral Scar ou
Reason for visit: post op

Patient: D
Age: 52
Gender: Male
Diagnosis: peripheral scar ou, No BDR, Dry eyes ou
Reason for visit: Diabetic Annual exam

Patient: E
Age: 66
Gender: Female
Diagnosis: Peripheral scar OU
Reason for visit: Annual Exam

Patient: F
Age: 82
Gender: Female
Diagnosis: Central scar OS, Chemical burn OS
Reason for visit: post op

Patient: G

Age: 51
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: H
Age: 49
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: I
Age: 41
Gender: Male
Diagnosis: Nasal corneal scar os
Reason for visit: post op

Patient: J
Age: 53
Gender: Female
Diagnosis: peripheral scar OD
Reason for visit: post op

Patient: K
Age: 53
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: L
Age: 70
Gender: Male
Diagnosis: peripheral scar ou, cataracts ou
Reason for visit: Annual exam

Patient: M
Age: 74
Gender: female
Diagnosis: primary open angle glaucoma ou
Reason for visit: medical visit

Patient: N
Age: 55
Gender: Female
Diagnosis: Peripheral scar OD
Reason for visit: post op

December 8, 2022

Patient: A
Age: 77
Gender: Female
Diagnosis: peripheral scar OD
Reason for visit: post

Patient: B
Age: 52
Gender: Female
Diagnosis: Peripheral Scar ou
Reason for visit: Annual exam

Patient: C
Age: 18
Gender: Male
Diagnosis: Corneal transplant OS
Reason for visit: post op

Patient: D
Age: 63
Gender: Female
Diagnosis: peripheral scar OU
Reason for visit: Post op

Patient: E
Age: 63
Gender: Female
Diagnosis: Hyperopia, Presbyopia with astigmatism
Reason for visit: lasik enhancement consultation

Patient: F
Age: 63
Gender: Female
Diagnosis: Hyperopia, presbyopia with astigmatism
Reason for visit: Mono-vision Lasik enhancement procedure

Patient: G
Age: 42
Gender: Female
Diagnosis: Presbyopia ou
Reason for visit: Mono-vision lasik procedure ou

Patient: H
Age: 31
Gender: Male
Diagnosis: dermatochalasis BUL
Reason for visit: Blepharoplasty BUL procedure

Patient: I
Age: 48
Gender: Female
Diagnosis: Hyperopia, presbyopia OU
Reason for visit: Lasik enhancement evaluation

Patient: J
Age: 56
Gender: Female
Diagnosis: hyperopia, presbyopia ou
Reason for visit: Lasik consultation

Patient: K
Age: 72
Gender: Male
Diagnosis: pseudophakia OD, corneal transplant OS
Reason for visit: Post op

Patient: L
Age: 43
Gender: Female
Diagnosis: Peripheral scar OS
Reason for visit: Post op

Patient: M
Age: 52
Gender: Female
Diagnosis: Viral conjunctivitis ou
Reason for visit: Np medical visit

Patient: N
Age: 64
Gender: Male
Diagnosis: Peripheral Scar OU
Reason for visit: Annual exam

Patient: O
Age: 59
Gender: Male
Diagnosis: peripheral scar OU
Reason for visit: Post op

Patient: P
Age: 30
Gender: Female
Diagnosis: Myopia
Reason for visit: Lasik procedure OU

Patient: Q
Age: 77
Gender: Male
Diagnosis: Epithelial ingrowth OS
Reason for visit: post op

Patient: R
Age: 79
Gender: Male
Diagnosis: peripheral scar OS
Reason for visit: post op

Patient: S
Age: 66
Gender: Male
Diagnosis: peripheral scar OS
Reason for visit: Post op

Patient: T
Age: 79
Gender: Female
Diagnosis: CRVO OD, Cataracts ou, AMD ou
Reason for visit: Annual exam

Patient: U
Age: 52
Gender: Female
Diagnosis: Peripheral scar ou, No BDR
Reason for visit: Annual exam

Patient: V
Age: 58
Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: post op

Patient: W
Age: 58

Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: Annual exam

December 9, 2022

Patient: A
Age: 41
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: B
Age: 63
Gender: Male
Diagnosis: peripheral scar OS
Reason for visit: Post op

Patient: C
Age: 43
Gender: Female
Diagnosis: Myopia, astigmatism presbyopia ou
Reason for visit: Lasik consultation

Patient: D
Age: 61
Gender: Female
Diagnosis: pseudophakia ou, primary open angle glaucoma ou
Reason for visit: medical follow up

Patient: E
Age: 63
Gender: Female
Diagnosis: hyperopia, presbyopia OD
Reason for visit: Lasik enhancement procedure

Patient: F
Age: 75
Gender: Female
Diagnosis: Dermatochalasis ou
Reason for visit: post op

Patient: G
Age: 60
Gender: Male
Diagnosis: peripheral scar ou, Cataract ou
Reason for visit: Annual exam

Patient: H

Age73:
Gender:Female
Diagnosis: Cataracts ou, No BDR
Reason for visit:Annual exam

Patient: I
Age: 63
Gender:Female
Diagnosis: peripheral scar ou
Reason for visit:post op

Patient: J
Age: 57
Gender:Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: K
Age:42
Gender:female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: L
Age:30
Gender:Female
Diagnosis: peripheral scar
Reason for visit:post op

Patient: M
Age: 31
Gender:Male
Diagnosis: Myopia,astigmatism ou
Reason for visit: Lasik consultation

Patient: N
Age: 43
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

December 12, 2022

Patient:A
Age: 25
Gender: Male

Diagnosis: myopia,astigmatism ou
Reason for visit: lasik consultation

December 13, 2022

Patient: A
Age:43
Gender:Male
Diagnosis: Myopia,astigmatism, presbyopia
Reason for visit:Lasik enhancement procedure

Patient: B
Age:82
Gender: female
Diagnosis: central corneal scar OS, chemical burn OS
Reason for visit: Post op

Patient: C
Age:63
Gender:Male
Diagnosis: PVD OD
Reason for visit: follow up

Patient: D
Age:30
Gender:Female
Diagnosis: peripheral scar ou
Reason for visit:post op

Patient: E
Age: 28
Gender:male
Diagnosis: peripheral scar ou
Reason for visit:post op

Patient: F
Age:77
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit:post op

Patient: G
Age: 38
Gender: male
Diagnosis: myopia ou
Reason for visit: lasik procedure ou

Patient: H
Age: 73
Gender: female
Diagnosis: pseudophakia, No BDR, AMD
Reason for visit: Annual

Patient: I
Age: 77
Gender: Female
Diagnosis: Pseudophakia ou
Reason for visit: post op

Patient: J
Age: 64
Gender: Male
Diagnosis: hyperopia OD, myopia OS astigmatism, presbyopia OU
Reason for visit : Mono-vision Lasik enhancement procedure

Patient: K
Age: 49
Gender: Female
Diagnosis: Peripheral scar OU
Reason for visit: Post op

Patient: L
Age: 63
Gender: Male
Diagnosis: Epithelial ingrowth OS
Reason for visit: E.I removal procedure os

Patient: M
Age: 54
Gender: female
Diagnosis: PVD OS, peripheral scar ou
Reason for visit: follow up

Patient: N
Age: 59
Gender: Female
Diagnosis: Hyperopia, presbyopia ou
Reason for visit: Lasik consultation

Patient: O
Age: 45
Gender: Female
Diagnosis: Myopia,astigmatism,presbyopia OU
Reason for visit:Monovision lasik procedure

Patient:P
Age: 34
Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: Annual exam

Patient: Q
Age: 25
Gender: Male
Diagnosis: Myopia, astigmatism ou
Reason for visit: Lasik procedure

December 14, 2022

Patient: A
Age: 57
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: B
Age: 73
Gender:Male
Diagnosis: peripheral scar ou , pseudophakia ou
Reason for visit:post op

Patient: C
Age:71
Gender: Male
Diagnosis: pseudophakia ou,ERM OS
Reason for visit:post op

Patient: D
Age: 43
Gender: Male
Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: E

Age: 63

Gender: Male

Diagnosis: Epithelial ingrowth OD, peripheral scar ou

Reason for visit: post op

Patient: F

Age: 32

Gender: Male

Diagnosis: Myopia,astigmatism ou

Reason for visit:Lasik procedure OU

Patient: G

Age: 25

Gender: Male

Diagnosis: Myopia,astigmatism ou

Reason for visit: Lasik consultation with lasik procedure ou

Patient: H

Age: 40

Gender: Male

Diagnosis: Hyperopia,astigmatism ou

Reason for visit: Lasik procedure ou

Patient: I

Age: 69

Gender: Female

Diagnosis: Pseudophakia ou, peripheral scar IOS

Reason for visit:Post op

Patient: J

Age: 46

Gender: Male

Diagnosis: peripheral scar ou, pigment dispersion ou

Reason for visit: Annual exam

Patient: K

Age: 38

Gender: male

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: L

Age: 37

Gender: Male

Diagnosis: Iritis OS

Reason for visit:follow up

Patient: M

Age: 43
Gender: Female
Diagnosis: peripheral scar
Reason for visit: Post op

Patient: N
Age: 75
Gender: Female
Diagnosis: pseudophakia OS
Reason for visit: Post op

Patient: O
Age: 64
Gender: Male
Diagnosis: Hyperopia, presbyopia ou
Reason for visit: Monovision lasik enhancement procedure

Patient: P
Age: 59
Gender: Female
Diagnosis: Hyperopia, presbyopia ou
Reason for visit: Monovision lasik enhancement procedure

Patient: Q
Age: 34
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: R
Age: 61
Gender: Male
Diagnosis: pseudophakia ou, no BDR
Reason for visit: follow up

Patient: S
Age: 60
Gender: Female
Diagnosis: conjunctiva Corneal scar ou, peripheral scar ou
Reason for visit: Follow up

Patient: T
Age: 84
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: U
Age: 88

Gender: Female
Diagnosis: pseudophakia ou, peripheral scar ou, primary open angle ou
Reason for visit: follow up

Patient: V
Age: 25
Gender: Male
Diagnosis: central scar ou
Reason for visit: post op

Patient: W
Age: 52
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: Post op

Patient: X
Age: 55
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: Post op

Patient: Y
Age: 58
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: Post op

Patient: Z
Age: 25
Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: post op

December 15, 2022

Patient: A
Age: 65
Gender: female
Diagnosis: PCO OD
Reason for visit: Yag cap laser procedure OD

Patient: B
Age: 40
Gender: Male
Diagnosis: Peripheral Scar ou
Reason for visit: post op

Patient: C
Age: 22

Gender: Male
Diagnosis: peripheral scar OU
Reason for visit: post op

Patient: D
Age: 81
Gender: male
Diagnosis: pseudophakia ou, primary open angle glaucoma ou, PCO OS
Reason for visit: follow up

Patient: E
Age: 75
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit:post op

Patient:F
Age: 82
Gender: Female
Diagnosis: PCO OS
Reason for visit:Yag cap laser procedure os

Patient: G
Age: 25
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: H
Age:59
Gender: female
Diagnosis: peripheral scar ou
Reason for visit:Post op

Patient: I
Age: 75
Gender: Female
Diagnosis: PCO OS
Reason for visit:Yag cap laser procedure OS

Patient: J
Age: 74
Gender: Male
Diagnosis: Cataract OS
Reason for visit: CE IOL procedure os

Patient: K
Age:75
Gender: Male
Diagnosis: pseudophakia ou, PCO OS
Reason for visit: Annual exam

Patient: L
Age: 32
Gender: male
Diagnosis: peripheral scar ou
Reason for visit: Post op

Patient: M
Age: 35
Gender: Male
Diagnosis: Peripheral scar ou
Reason for visit: Follow up

Patient: N
Age: 54
Gender: Female
Diagnosis: peripheral scar OD
Reason for visit:post op

Patient: O
Age: 72
Gender: Female
Diagnosis: pseudophakia ou, PCO OU,
Reason for visit: Annual exam

Patient: P
Age: 79
Gender: Female
Diagnosis: pseudophakia ou, PCO ou
Reason for visit: Annual exam

Patient: Q
Age: 62
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: R
Age: 52
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: S
Age: 49
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: Post op

December 16, 2022

Patient: A
Age: 68
Gender: Female
Diagnosis: pseudophakia ou, primary open angle glaucoma ou
Reason for visit: follow up

Patient: B
Age: 18
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: C
Age: 63
Gender: Male
Diagnosis: Epithelial ingrowth OS
Reason for visit: post op

Patient: D
Age: 76
Gender: Male
Diagnosis: hyperopia, astigmatism ou
Reason for visit: Mono-vision lasik enhancement procedure

Patient: E
Age: 35
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: F
Age: 64
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: G
Age: 20
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: H

Age: 31
Gender: Male
Diagnosis: BLL Blepharoplasty
Reason for visit: post op

Patient: I
Age: 56
Gender: Female
Diagnosis: Hyperopia, presbyopia ou
Reason for visit: Monovision lasik procedure ou

Patient: J
Age: 31
Gender: Male
Diagnosis: Myopia, astigmatism ou
Reason for visit: Lasik procedure ou

Patient: K
Age: 31
Gender: Female
Diagnosis: peripheral scar os
Reason for visit: post op

Patient: L
Age: 74
Gender: Male
Diagnosis: Pseudophakia OS
Reason for visit: Post op

Patient: M
Age: 74
Gender: Male
Diagnosis: Myopia OD
Reason for visit: Lasik procedure OD

Patient: N
Age: 50
Gender: Male
Diagnosis: Hyperopic OD, Myopic OS, presbyopia ou
Reason for visit: Lasik enhancement consultation

Patient: O
Age: 52
Gender: Female
Diagnosis: Peripheral scar ou, viral conjunctivitis ou
Reason for visit: follow up

Patient: P

Age: 80
Gender: Male
Diagnosis: pseudophakia ou, Glaucoma suspect ou
Reason for visit: Follow up

Patient: Q
Age: 80
Gender: Female
Diagnosis: pseudophakia ou, AMD ou
Reason for visit: medical visit

December 19, 2022

Patient: A
Age: 46
Gender: female
Diagnosis: hyperopia,presbyopia, astigmatism ou
Reason for visit: lasik consultation

Patient: B
Age: 19
Gender: Female
Diagnosis: myopia
Reason for visit:Lasik consultation

Patient: C
Age: 61
Gender: Male
Diagnosis: hyperopia,astigmatism, presbyopia ou
Reason for visit: lasik consultation

December 20, 2022

Patient: A
Age: 27
Gender: Female
Diagnosis: Myopia, astigmatism ou
Reason for visit: Lasik consultation, Lasik procedure ou

Patient: B
Age: 68
Gender: Male
Diagnosis: Myopia, astigmatism,presbyopia ou
Reason for visit: lasik consultation ,Mono-vision lasik procedure

Patient: C
Age: 72
Gender:Female
Diagnosis: Myopia ou

Reason for visit: lasik procedure ou

Patient: D

Age: 56

Gender: Female

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: E

Age: 71

Gender: Male

Diagnosis: Pseudophakia ou

Reason for visit: Post op

Patient: F

Age: 50

Gender: Male

Diagnosis: Peripheral scar ou

Reason for visit: Post op

Patient: G

Age: 31

Gender: Female

Diagnosis: Peripheral scar ou

Reason for visit: post op

Patient:H

Age: 45

Gender: Female

Diagnosis: pseudophakia ou, PCO ou

Reason for visit: post op

Patient: I

Age: 20

Gender: Female

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: J

Age: 76

Gender: Male

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: K

Age: 57

Gender: Male

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: L

Age: 60
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: M
Age: 39
Gender: Female
Diagnosis: Myopia, astigmatism OU
Reason for visit: Lasik consultation

Patient: N
Age: 66
Gender: female
Diagnosis: pseudophakia ou, no BDR
Reason for visit: Annual exam

Patient: O
Age: 36
Gender: Female
Diagnosis: Corneal scar ou
Reason for visit: post op

Patient: P
Age: 61
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

December 21, 2022

Patient: A
Age: 55
Gender: Male
Diagnosis: Central scar OU
Reason for visit: Annual exam

Patient: B
Age: 50
Gender: male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: C
Age: 74
Gender: Male
Diagnosis: peripheral scar OD

Reason for visit: post op

Patient: D

Age: 40

Gender: Male

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: E

Age: 72

Gender: Female

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: F

Age: 19

Gender: female

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: G

Age: 61

Gender: Male

Diagnosis: peripheral scar ou

Reason for visit: post op

Patient: H

Age: 48

Gender: Female

Diagnosis: peripheral scar OU

Reason for visit: post op

Patient: I

Age: 37

Gender: Male

Diagnosis: Iritis OS

Reason for visit: Follow up

Patient: J

Age: 42

Gender: female

Diagnosis: Myopia, astigmatism ou

Reason for visit: Lasik procedure ou

Patient: K

Age: 77

Gender: Female

Diagnosis: pseudophakia OD

Reason for visit: post op

Patient: L
Age: 54
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: M
Age: 63
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: N
Age: 57
Gender: Female
Diagnosis: POAG ou
Reason for visit: Annual exam

Patient: O
Age: 52
Gender: Male
Diagnosis: peripheral scar OU
Reason for visit: post op

Patient: P
Age: 68
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: Q
Age: 27
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: R
Age: 75
Gender: Male
Diagnosis: POAG ou
Reason for visit: follow up

Patient: S
Age: 56
Gender: Female
Diagnosis: Hyperopia, Presbyopia with astigmatism ou no BDR
Reason for visit: Lasik consultation

Patient: T
Age: 61

Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: U
Age: 66
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: V
Age: 70
Gender: Male
Diagnosis: central scar os
Reason for visit: post op

Patient: W
Age: 82
Gender: Female
Diagnosis: POAG ou
Reason for visit: follow up

Patient: X
Age: 52
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: Y
Age: 62
Gender: Female
Diagnosis: PVD OU
Reason for visit: follow up

Patient: Z
Age: 37
Gender: Female
Diagnosis: Hyperopia ou
Reason for visit: Lasik enhancement consultation

Patient: ABC
Age: 68
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: ABCD
Age: 72

Gender:female
Diagnosis: Pseudophakia ou, plaquenil
Reason for visit: follow up

Patient: ABCDE
Age: 76
Gender: Female
Diagnosis: Pseudophakia ou, No BDR
Reason for visit: Annual exam

Patient:
Age:
Gender:
Diagnosis:
Reason for visit:

December 22, 2022

Patient: A
Age: 66
Gender: female
Diagnosis: pseudophakia ou
Reason for visit: post op

Patient: B
Age: 62
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: C
Age: 32
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: D
Age: 61
Gender: Male
Diagnosis: Psedeophakia of,cataract OD, peripheral scar ou, No BDR
Reason for visit: Annual exam

Patient: E
Age: 42
Gender:female

Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: F
Age: 82
Gender: Male
Diagnosis: pseudophakia ou, dry eyes ou, PVD OS
Reason for visit: Annual exam

Patient: G
Age: 26
Gender: male
Diagnosis: dry eyes ou
Reason for visit: Annual exam

Patient: H
Age: 48
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: I
Age: 19
Gender: female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: J
Age: 75
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: K
Age: 61
Gender: Male
Diagnosis: peripheral scar ou, corneal conjunctival scar ou
Reason for visit: post op

Patient: L
Age: 76
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: M
Age: 46
Gender: Female

Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: N
Age: 30
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: O
Age: 46
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: P
Age: 80
Gender: Female
Diagnosis: pseudophakia ou, PCO ou
Reason for visit: Annual exam

Patient: Q
Age: 46
Gender: Male
Diagnosis: peripheral scar ou, ocular hypertension OD
Reason for visit: follow up

Patient: R
Age: 58
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

December 23, 2022

Patient: A
Age: 47
Gender: Female
Diagnosis: Myopia, astigmatism, presbyopia ou
Reason for visit: Lasik consultation

Patient: B
Age: 54
Gender: Male
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: C
Age: 46
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: D
Age: 63
Gender: Male
Diagnosis: epithelial ingrowth removal OS
Reason for visit: Post op

Patient: E
Age: 56
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: post op

Patient: F
Age: 48
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: follow up

Patient: G
Age: 72
Gender: Female
Diagnosis: peripheral scar ou
Reason for visit: follow up

Patient: H
Age: 55
Gender: Male
Diagnosis: Conjunctival/corneal scar OS
Reason for visit: post op



Call Detail Records

[Menu](#)

Call Detail Records

The last seven days of Call Detail Records are displayed below. To view records from the past 119 days, adjust the date range below, use search, or apply filters. Note: These records provide generic calling information and should not be used for billing purposes.

[Inbound calls to desk](#)[Incoming](#)[Outgoing](#)

Outgoing Calls

Listing 71 - 80 of 11113 Outgoing

[Export to: PDF | CSV](#)[Filter](#)

Start Date

End Date

10/31/2022

12/20/2022

Call From	Call To	Date/Time	Length of Call
702-982-0096	605-951-2788	12/05/22 10:45 AM	00:00:14
702-982-0096	605-951-2788	12/20/22 12:44 PM	00:00:13
702-982-0096	605-951-2788	12/13/22 11:04 AM	00:00:15
702-982-0189	612-251-6878	12/05/22 02:37 PM	00:00:35
702-982-0189	612-594-6420	12/05/22 02:58 PM	00:00:55
702-982-0195	619-543-6770	10/31/22 09:24 AM	00:06:37
702-982-0195	619-543-6770	11/08/22 11:50 AM	00:03:33
702-982-0195	619-543-6770	11/15/22 12:05 PM	00:14:58
702-982-0195	619-543-6770	12/20/22 09:55 AM	00:02:37
702-982-0096	626-262-3419	11/08/22 12:39 PM	00:01:06

Pace
University

JAN 17 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

Certificate of Completion

NetCE certifies that
Jon L. Siems 9250
has participated in the enduring material titled
#90563 Disorders and Injuries of the Eye and Eyelid
on January 16, 2023
and is awarded 15
AMA PRA Category 1 Credit(s)™.



JOINTLY ACCREDITED PROVIDER
INTERPROFESSIONAL CONTINUING EDUCATION

In support of improving patient care, NetCE is jointly accredited by the Accreditation Council for Continuing Medical Education (ACCME), the Accreditation Council for Pharmacy Education (ACPE), and the American Nurses Credentialing Center (ANCC), to provide continuing education for the healthcare team.

Florida CE Broker Provider #50-2405, Board of Medicine.

This activity is designed to comply with the requirements of California Assembly Bill 1195, Cultural and Linguistic Competency.


Sarah Campbell

Director of Development and Academic Affairs



PO BOX 997571 • SACRAMENTO, CALIFORNIA 95899-7571 • (800) 232-4CEU

JAN 17 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

Certificate of Completion

NetCE certifies that
Jon L. Siems A54383
has participated in the enduring material titled
#90563 Disorders and Injuries of the Eye and Eyelid
on January 16, 2023
and is awarded 15
AMA PRA Category 1 Credit(s)™.



JOINTLY ACCREDITED PROVIDER
INTERPROFESSIONAL CONTINUING EDUCATION

In support of improving patient care, NetCE is jointly accredited by the Accreditation Council for Continuing Medical Education (ACCME), the Accreditation Council for Pharmacy Education (ACPE), and the American Nurses Credentialing Center (ANCC), to provide continuing education for the healthcare team.

Florida CE Broker Provider #50-2405, Board of Medicine.

This activity is designed to comply with the requirements of California Assembly Bill 1195, Cultural and Linguistic Competency.


Sarah Campbell

Director of Development and Academic Affairs



NetCE

A TRC Healthcare Company

PO BOX 997571 • SACRAMENTO, CALIFORNIA 95899-7571 • (800) 232-4CEU

JAN 17 2023

NEVADA STATE BOARD
MEDICAL EXAMINER

Certificate of Completion

NetCE certifies that
Jon L. Siems 9250
has participated in the enduring material titled
#47173 Medical Ethics for Physicians
on January 13, 2023
and is awarded 5
AMA PRA Category 1 Credit(s)™.



JOINTLY ACCREDITED PROVIDER
INTERPROFESSIONAL CONTINUING EDUCATION

In support of improving patient care, NetCE is jointly accredited by the Accreditation Council for Continuing Medical Education (ACCME), the Accreditation Council for Pharmacy Education (ACPE), and the American Nurses Credentialing Center (ANCC), to provide continuing education for the healthcare team.

Florida CE Broker Provider #50-2405, Board of Medicine.

This course fulfills the Nevada requirement for 2 hours of medical ethics education.

This activity is designed to comply with the requirements of California Assembly Bill 1195, Cultural and Linguistic Competency.


Sarah Campbell

Director of Development and Academic Affairs



PO BOX 997571 • SACRAMENTO, CALIFORNIA 95899-7571 • (800) 232-4CEU

JAN 17 2023

NEVADA STATE BOARD
MEDICAL EXAMINER

Certificate of Completion

NetCE certifies that
Jon L. Siems A54383
has participated in the enduring material titled
#47173 Medical Ethics for Physicians
on January 13, 2023
and is awarded 5
AMA PRA Category 1 Credit(s)™.



JOINTLY ACCREDITED PROVIDER
INTERPROFESSIONAL CONTINUING EDUCATION

In support of improving patient care, NetCE is jointly accredited by the Accreditation Council for Continuing Medical Education (ACCME), the Accreditation Council for Pharmacy Education (ACPE), and the American Nurses Credentialing Center (ANCC), to provide continuing education for the healthcare team.

Florida CE Broker Provider #50-2405, Board of Medicine.

This activity is designed to comply with the requirements of California Assembly Bill 1195, Cultural and Linguistic Competency.


Sarah Campbell

Director of Development and Academic Affairs

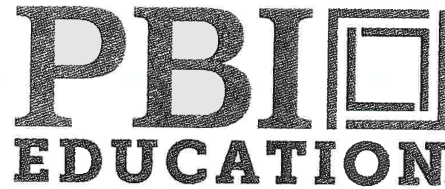


A TRC Healthcare Company

PO BOX 997571 • SACRAMENTO, CALIFORNIA 95899-7571 • (800) 232-4CEU

IAN 17 2023

NEWBORN STAFF ROOM
MEDICAL EXAMINERS



The University of California, Irvine School of Medicine certifies that

Jon Siems, MD

has participated in the live activity titled

PBI Medical Record Keeping Course

on

March 20-21, 2021

and is awarded 17 AMA PRA Category 1 Credits™.

*The University of California, Irvine School of Medicine is accredited
by the Accreditation Council for Continuing Medical Education to
provide continuing medical education for physicians.*

A handwritten signature in black ink, appearing to read "Sherif A. Rezk".

Sherif A. Rezk, MD

Chair, CME Committee

Vice Chair of Clinical Affairs, Chief Laboratory Medicine

Associate Director, Hematopathology



*This activity has been planned and implemented through the joint providership of the University
of California, Irvine School of Medicine and Professional Boundaries, Inc. DBA PBI Education*

PBI Education

www.pbieducation.com | (904) 800-1237 | info@pbieducation.com

RECEIVED



SIEMS
LASIK AND EYE CENTERS

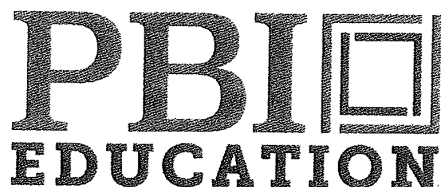
JAN 17 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

FAX COVER SHEET

- TO: Donald White FROM: Jon L Siems, MD
- COMPANY: NV Med Board DATE: 1/17/23
- FAX NUMBER: 775-688-2321 TOTAL PAGES: 5
- PHONE NUMBER: _____ REG: _____

NOTES:



The University of California, Irvine School of Medicine certifies that

Jon Siems, MD

has participated in the live activity titled

PBI Medical Record Keeping Course

on

March 20-21, 2021

and is awarded 17 AMA PRA Category 1 Credits™.

*The University of California, Irvine School of Medicine is accredited
by the Accreditation Council for Continuing Medical Education to
provide continuing medical education for physicians.*

A handwritten signature in black ink, appearing to read "Sherif A. Rezk".

Sherif A. Rezk, MD

Chair, CME Committee

Vice Chair of Clinical Affairs, Chief Laboratory Medicine

Associate Director, Hematopathology



*This activity has been planned and implemented through the joint providership of the University
of California, Irvine School of Medicine and Professional Boundaries, Inc. DBA PBI Education*

PBI Education

www.pbieducation.com | (904) 800-1237 | info@pbieducation.com

Jon L Siems, M.D., Prof.Corp.
8230 W. Sahara Ave. STE 111
Las Vegas, NV 89117-8930

3243

DATE 12/30/22 90-7162/3222

THE
IER OF Pace Case Manager

Ten Thousand and 00/100 \$ 10000

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

Jon Siems - competency Ass

MP

003243

Jon L Siems, M.D., Prof.Corp.
8230 W. Sahara Ave. STE 111
Las Vegas, NV 89117-8930

3243

DATE 12/30/22 90-7162/3222

THE
IER OF Pace Case Manager

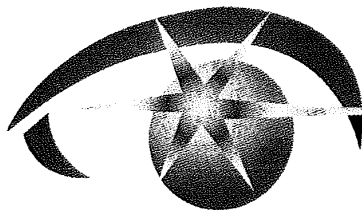
Ten Thousand and 00/100 \$ 10000

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

Jon Siems - competency Ass

MP

003243



SIEMS
LASIK AND EYE CENTERS

RECEIVED

JAN 13 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

FAX COVER SHEET

- TO: Donald White_____ FROM: Jon Siems_____
- COMPANY:NV State Board_____ DATE: _01/09/2023_____
- FAX NUMBER: _775-688-2321_____ TOTAL PAGES: _____ 2 _____
- PHONE NUMBER: _____

REG: _Per our conversation on 01/06/2023 Phone call logs to Pace
Univercity_____

NOTES:

Dear Mr. White:

I am writing in regards to the recent action taken against my license by the board. First and foremost, I truly apologize for my apparent failure to adhere to established settlement demands. For what it's worth, I genuinely believed the date of fulfillment was in January. In contrast to what the board letter stated, there was NEVER a willful and intentional disregard for the agreed upon settlement demands. The process of being evaluated by PACE started well before any recent communication by the board, The application had been submitted and payment made (the check was already cashed). Demands made subsequent to the initial application have been finished. I have been asked to submit this information to the board via fax in the morning. Again, this supports my assertion there was no intentional disregard of settlement demands. I would never place my license in jeopardy. What purpose would this serve?

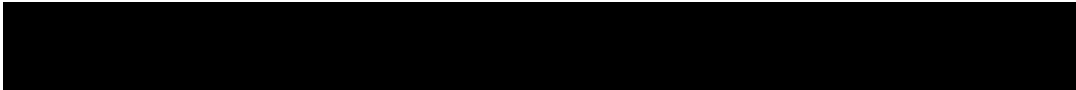
My confusion about "the date" is hopefully understandable. I have been burdened by 2 tragic situations for the past 3 months that have consumed my thoughts, time and emotions. During this time, I have been through an earthly hell that no one should have to go through. [REDACTED]

[REDACTED]

Sadly, this is ongoing.

The second situation is unfortunately similar. [REDACTED]

[REDACTED]



Due to these 2 unexpected situations, I have not had the mental energy and clarity to deal with other issues - as important as they may be. I have taken the steps outlined above because 1. It represents the moral way to proceed and 2. The medical system has failed us. I sincerely request that you restore my license to an active status. I repeat that I never intentionally disregarded the settlement demands. A great deal of effort has already gone into preparing for the PACE program (prior to any communication from the board). I have a tremendous amount of financial responsibilities right now (staff, alimony, rent, mortgage, malpractice, hotel expenses, medical care). I can not live without an active license.

Jon L Siems. MD

Meg Byrd

From: Jon Siems <8230siems@gmail.com>
Sent: Monday, February 6, 2023 1:54 PM
To: Donald K. White; Siemslasik@hotmail.com; Izabella Kolodka; Meg Byrd
Subject: Fwd: Message from Siems KMBT_C364e
Attachments: Siems KMBT23020615160.pdf

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Don,

Here is the info requested regarding our conference call. I am also forwarding the email where I had Izabella cancel the check written to and in the possession of PACE that was not cashed as of yet, and wired over the full payment in its place. Receipt is attached. I am still in need of getting more info on my step-son to share with you. Please acknowledge receipt of this email, so we can move forward from here.

Thank You,

Jon L Siems, MD



8230 W Sahara Ave Ste #111

Las Vegas, NV 89117

ph (702)948-2010 fax (702)948-6817

Attached:

From: UCPACE@ucsd.edu
Date: February 3, 2023 at 10:20:16 AM PST
To: izabella@siemslasik.com
Subject: PACE Payment Receipt

UCSD-PACE Payment Receipt

Invoice: [REDACTED]
Transaction ID: [REDACTED]
Payer: Jon Siems
Amount Paid: \$10000.00
Credit Card: Visa - [REDACTED]
Payment Date: 2/3/2023

STAT



SIEMS
LASIK AND EYE CENTERS

FAX COVER SHEET

- TO: Don White FROM: Jon Siems
- COMPANY: Med. Board DATE: 2/6/2023
- FAX NUMBER: Dwhite@medboard.nv.gov TOTAL PAGES: 16
- PHONE NUMBER: (775) 324-9355 REG: _____

NOTES:

All required Doc Needed as
per convo on Friday 2/3/2023,
enclosed.



Jon Siems <8230siems@gmail.com>

RE: PACE Program

Smith, Patricia <prsmith@health.ucsd.edu>
To: Jon Siems <8230siems@gmail.com>

Mon, Feb 6, 2023 at 12:48 PM

Received; thank you.

Pat Smith, M.P.H.

Case Manager

Administrative Director, Fitness for Duty Program

UC San Diego PACE Program

Phone: 619-471-0569

Fax: 619-488-6078

PACEProgram.ucsd.edu

From: Jon Siems <8230siems@gmail.com>
Sent: Monday, February 6, 2023 12:18 PM
To: Smith, Patricia <prsmith@health.ucsd.edu>
Subject: Re: PACE Program

Hi Patricia,

Attached is the requested BLIND records required for Dr Siems to move forward with FFD Eval. Please acknowledge receipt of this email so I know they are in the appropriate hands. I also faxed a copy of these blinded records. Thank you so much Patricia!!

Tanya Smalls, COA, Surgical Coordinator



8230 W Sahara Ave Ste #111

Las Vegas, NV 89117

ph (702)948-2010 fax (702)948-6817

On Fri, Feb 3, 2023 at 11:53 AM Smith, Patricia <prsmith@health.ucsd.edu> wrote:

Hello,

Our preference is to have them submitted electronically. This helps expedite things. So you know we do not need the full charts, just the entry from the date that was selected.

We won't be able to provide any dates until we have reviewed the materials provided and developed a customized evaluation. Please work on getting me the charts by Tuesday end of day and we should be able to review the case next Friday.

Best,

Pat Smith, M.P.H.

Case Manager

Administrative Director, Fitness for Duty Program

UC San Diego PACE Program

Phone: 619-471-0569

Fax: 619-488-6078

PACEProgram.ucsd.edu

From: Jon Siems <8230siems@gmail.com>

Sent: Friday, February 3, 2023 11:33 AM

To: Smith, Patricia <prsmith@health.ucsd.edu>; Siemslasik@hotmail.com

Subject: Fwd: PACE Program

Hello Pat, this is Tanya from Dr Siems office and I have a question. Once the records are complete how do we submit them? Does Dr Siems take them to you or do we mail them? Also, it is urgent that we get an appt date for the Fit For Duty due to a court order ASAP. Please advise me so we can expedite the process.

Thank You!

Tanya Smalls, COA, Surgical Coordinator



[8230 W Sahara Ave Ste #111](#)

[Las Vegas, NV 89117](#)

ph (702)948-2010 fax (702)948-6817

----- Forwarded message -----

From: Jon Siems <siemslasik@hotmail.com>

Date: Fri, Feb 3, 2023 at 11:24 AM

Subject: Fwd: PACE Program

To: 8230siems@gmail.com <8230siems@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: "Smith, Patricia" <prsmith@health.ucsd.edu>
Date: February 3, 2023 at 11:12:27 AM PST
To: siemslasik@hotmail.com
Subject: PACE Program

Hi Dr. Siems,

Thank you for submitting your payment this morning. It looks like the only final items we need are your patient charts. Attached is your patient list with 20 patients selected (highlighted). I picked the most recent charts which is towards the end of the document.

Please make sure to blind the charts and letter them A-T.

Let me know if you have questions.

Best,

Pat Smith, M.P.H.

Case Manager

Administrative Director, Fitness for Duty Program

UC San Diego PACE Program

Phone: 619-471-0569

Fax: 619-488-6078

PACEProgram.ucsd.edu

 Delete  Archive  Report  Reply  Reply all  Forward   

(No subject)

Jon Siems, MD

has participated in the live activity titled

PBI Medical Record Keeping Course -

on
February 04-05, 2023

and is awarded 17 AMA PRA Category 1 Credits™.

*The University of California, Irvine School of Medicine is accredited
by the Accreditation Council for Continuing Medical Education to
provide continuing medical education for physicians.*



Sherif A. Rezk, MD
Chair, CME Committee
Vice Chair of Clinical Affairs, Chief Laboratory Medicine
Associate Director, Hematopathology



*This activity has been planned and implemented through the joint providership of the University
of California, Irvine School of Medicine and Professional Boundaries, Inc. DBA PBI Education*

PBI Education

www.pbieducation.com | (904) 800-1237 | info@pbieducation.com



Sent from my iPhone

CONFIDENTIAL PROTECTION ORDER INFORMATION

Law Enforcement: **Do not serve this sheet** with documents to be delivered.

Applicant: Print clearly all the information you know. This helps law enforcement locate and serve the Adverse Party.

YOUR INFORMATION

Your Name: Jon L Siems ☒ M ☐ F ☐ O
(First) (Middle) (Last)

Birthdate: Social Security Number: Race: White
(MM) (DD) (YY)

Your Address: 8230 w sahara ave ste 111 LAS VEGAS, NV 89117
(Street Address) (Bldg/Apt#) (City) (State) (Zip Code)

Mailing Address: 8230 w sahara ave ste 111 LAS VEGAS, NV 89117
(If different) (Street Address) (Bldg/Apt#) (City) (State) (Zip Code)

Home Phone: Cell Phone: Work Phone: 702-948-2010

Email Address: siemslasik@hotmail.com I prefer to be notified of future court dates by ☒ email / ☐ mail

The Adverse Party is my: ☐ spouse ☒ ex-spouse ☐ ex-dating partner ☐ parent of my child ☐ parent
☐ in-law: (explain) ☐ other:

OTHER PROTECTED PARTIES

Only fill out this section if there are other family members or household members that you asked to be protected under the order. If there are none, skip to "Adverse Party"

Name: ☐ M ☐ F ☐ O
(First) (Middle) (Last)

Birthdate: Social Security Number: Race:
(MM) (DD) (YY)

The Adverse Party is this person's: ☐ parent ☐ step-parent ☐ ex-dating partner ☐ sibling ☐ other:

.....

Name: ☐ M ☐ F ☐ O
(First) (Middle) (Last)

Birthdate: Social Security Number: Race:
(MM) (DD) (YY)

The Adverse Party is this person's: ☐ parent ☐ step-parent ☐ ex-dating partner ☐ sibling ☐ other:

.....

Name: ☐ M ☐ F ☐ O
(First) (Middle) (Last)

Birthdate: Social Security Number: Race:
(MM) (DD) (YY)

The Adverse Party is this person's: ☐ parent ☐ step-parent ☐ ex-dating partner ☐ sibling ☐ other:

.....

Name: ☐ M ☐ F ☐ O
(First) (Middle) (Last)

Birthdate: Social Security Number: Race:
(MM) (DD) (YY)

The Adverse Party is this person's: ☐ parent ☐ step-parent ☐ ex-dating partner ☐ sibling ☐ other:

ADVERSE PARTY INFORMATION

Name: _____ ☐ M ☒ F ☐ O
(First) (Middle) (Last)

Other Name Used: _____
(First) (Middle) (Last)

Birthdate: _____ Social Security Number: _____ Race: White
(MM) (DD) (YY)

Height: 5' 6" Weight: 110 lbs Hair Color: Black Eye Color: Brown

Home Address: _____
(Street Address) (Bldg/Apt#) (City) (State) (Zip Code)

Is this address difficult to find? ☐ No ☐ Yes: explain: _____

Mailing Address: _____
(If different) (Street Address) (Bldg/Apt#) (City) (State) (Zip Code)

Other Likely Address: _____
(Street Address) (Bldg/Apt#) (City) (State) (Zip Code)

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Employer: _____ Position: _____ Work Days: _____ Work Hours: _____

Work Address: _____
(Street Address) (Bldg/Apt#) (City) (State) (Zip Code)

Scars/Marks/Tattoos (Description and Location): _____
unknown

Vehicle Make: _____ Model: _____ Year: _____ License Plate Number/State: _____

Do you live with Adverse Party now? ☐ Yes ☒ No
Have you ever lived with Adverse Party? ☒ Yes ☐ No
Do you have children with Adverse Party? ☐ Yes ☐ No
Does the Adverse Party speak English? ☒ Yes ☐ No: What language does he/she speak? _____
Do you work for the same employer? ☐ Yes ☒ No
Is the Adverse Party likely to act violently when served? ☒ Yes ☐ No ☐ Unknown
Is the Adverse Party likely to avoid service? ☒ Yes ☐ No ☐ Unknown
Does the Adverse Party have a CCW Permit? ☐ Yes ☐ No ☒ Unknown
Does the Adverse Party have access to weapons? ☐ Yes ☐ No ☒ Unknown
If yes, describe type and location of weapon(s): _____

Does the Adverse Party have a history of violent behavior or crimes? ☒ Yes ☐ No
If yes, explain: _____
drug addict. impulsive and violent

Do not write in this space. For court purposes only.

Issuing Court ORI: NV _____ Court Case Number: _____

FILING CODE: FCC

Case Number: _____
 (to be assigned by the Clerk's Office)

**CLARK COUNTY, NEVADA
 FAMILY COURT COVER SHEET**

PARTIES:

Plaintiff/Petitioner		Defendant/Respondent/Adverse Party	
Last Name: Siems		Last Name: [REDACTED]	
First Name: Jon	Middle Name: L	First Name: [REDACTED]	Middle Name: [REDACTED]
Mailing Address: 8230 w sahara ave ste 111		Mailing Address:	
City, State, Zip: LAS VEGAS, NV 89117		City, State, Zip:	
Phone #:	Date of Birth: [REDACTED]	Phone #:	Date of Birth: [REDACTED]
Email Address:		Email Address: Unknown	
Attorney Information <input checked="" type="checkbox"/> not applicable		Attorney Information <input checked="" type="checkbox"/> not applicable	
Name:	Bar No.:	Name:	Bar No.:
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone #:		Phone #:	

CASE TYPE: (Check only one box only for the primary type of case you are filing)

DISSOLUTION	MISC. DOMESTIC RELATIONS PETITIONS	GUARDIANSHIP	OTHER
<input type="checkbox"/> Annulment <input type="checkbox"/> Divorce –No minor child(ren) <input type="checkbox"/> Divorce –With minor child(ren) <input type="checkbox"/> Foreign Decree <input type="checkbox"/> Joint Petition –No minor child(ren) <input type="checkbox"/> Joint Petition – With minor child(ren) <input type="checkbox"/> Separate Maintenance	<input type="checkbox"/> Adoption –Minor <input type="checkbox"/> Adoption –Adult <input type="checkbox"/> Child Custody (non-divorce) <input type="checkbox"/> Child Support (private party) <input type="checkbox"/> Mental Health <input type="checkbox"/> Name Change <input type="checkbox"/> Paternity <input type="checkbox"/> Permission to Marry <input checked="" type="checkbox"/> Temporary Protective Order (TPO) <input type="checkbox"/> Termination of Parental Rights (private party) <input type="checkbox"/> Termination of Parental Rights (State initiated) <input type="checkbox"/> Visitation (non-divorce) <input type="checkbox"/> Other (identify)	Guardianship of an Adult <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate Guardianship of a Minor <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate <input type="checkbox"/> Guardianship Trust	DA Child Support <input type="checkbox"/> DA – UIFSA <input type="checkbox"/> DA – Child Support In State DA Child Dependency <input type="checkbox"/> DA – Abuse/Neglect <input type="checkbox"/> DA – No Fault <input type="checkbox"/> DA – Other (identify) _____ Juvenile <input type="checkbox"/> Emancipation

CHILDREN INVOLVED IN THIS CASE (if applicable)

	Last Name	First Name	Middle Name	Date of Birth	Relationship
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Does this family have any other current or past case(s) in the Clark County Family Court or Juvenile Court? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Jon L Siems
 Your Printed Name

/s/ Jon L Siems
 Your Signature

12/23/2022
 Date

COURT CODE: NOTH

Your Name: Jon L Siems
Applicant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Jon L Siems
Applicant
(person who obtained the protection order)

vs.

[REDACTED]
Adverse Party.
(person who the protection order is against)

CASE NO.: _____

DEPT: _____

DATE OF HEARING: _____

TIME OF HEARING: _____

NOTICE OF INTENT TO APPEAR BY AUDIOVISUAL EQUIPMENT

(Your name) Jon L Siems submits this Notice of Intent to Appear by Audiovisual Equipment for the initial protection order hearing.

For the purpose of this appearance, I can be reached at the telephone number listed on my confidential contact information. I understand it is my responsibility to ensure that I can be reached at this telephone number on the date and time of the hearing. I also understand that due to the unpredictable nature of court proceedings, my hearing may be called at a time other than the scheduled time. Further, I understand that my failure to be available at the above telephone number will constitute a nonappearance.

DATED (today's date) 12/23/2022

Submitted By: (Signature) ▶ /s/ Jon L Siems

Printed Name: Jon L Siems

****Make sure the court has your correct phone number listed in your confidential information****

[Select Interview](#)[Complete Interview](#)[Review Summary](#)[Submit Documents](#)

Your envelope number is 11051244.

- Your forms have been sent to the court electronically for review.
- You will get an email confirming that the court got your forms. The email has links to the forms you e-filed. If you don't see the email, check your Junk or Spam email folder.

Next Steps:

- If the court **ACCEPTS** your forms, you will get an email saying your forms were accepted.
- If the court **REJECTS** your forms, you will get an email telling you what is wrong. You can come back to Guide & File to fix your forms and re-send them to the court.
- To learn how to get to your forms again, [click here](#).

If you are using a shared computer or device, log out of this site and close the internet browser to protect your personal information.

EXIT

[Guide and File FAQs](#)

- [Legal Aid Center of Southern Nevada](#)
- [Nevada Legal Services](#)
- [Nevada State Bar Lawyer Referral Service Online Request Form](#)
- [Southern Nevada Senior Law Program](#)



LEGAL AID ORGANIZATION



© 2022 Tyler Technologies, Inc. - Version 2021.3.0.955



Printed from Chase for Business

PLAT BUS CHECKING [REDACTED]

-\$6,599.98

Card

Nov 20, 2022

Transaction date

BRITISH A 12521478864

Nov 22, 2022

Posted date

Description BRITISH A 1252147886 344-4930787 NY 11/21

Method Online, mail or phone

Card number [REDACTED]

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.



Printed from Chase for Business

PLAT BUS CHECKING [REDACTED]

-\$1,168.85

Card

Nov 22, 2022

Transaction date

Nov 25, 2022

Posted date

BRITISH A 12521481453

LONDON 11/24 Pound

Sterl961.46 X 1.215703

(EXCHG RTE)

Description BRITISH A 12521481453 LONDON 11/24 Pound Sterl961.46 X
1.215703 (EXCHG RTE)

Method Online, mail or phone

Card number [REDACTED]

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.



Printed from Chase for Business

PLAT BUS CHECKING [REDACTED]

-\$1,168.85

Card

Nov 22, 2022
Transaction dateNov 25, 2022
Posted dateBRITISH A 12521481453
LONDON 11/24 Pound
Sterl961.46 X 1.215703
(EXCHG RTE)

Description BRITISH A 12521481453 LONDON 11/24 Pound Sterl961.46 X
1.215703 (EXCHG RTE)
Method Online, mail or phone
Card number [REDACTED]

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.

PLAT BUS CHECKING [REDACTED]

-\$3,486.07

Card

Nov 28, 2022
Transaction dateNov 30, 2022
Posted datePAN PACIFIC LONDON
LONDON 11/28 Pound
Sterl2888.69 X 1.206800
(EXCHG RTE)

Description PAN PACIFIC LONDON LONDON 11/28 Pound Sterl2888.69 X
1.206800 (EXCHG RTE)
Method Online, mail or phone
Card number [REDACTED]

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.



Printed from Chase for Business

PLAT BUS CHECKING [REDACTED]

-\$1,839.06
Card

Nov 26, 2022
Transaction date
Nov 28, 2022
Posted date

PAN PACIFIC LONDON
LONDON 11/26 Pound
Sterl1516.00 X 1.213100
(EXCHG RTE)

Description PAN PACIFIC LONDON LONDON 11/26 Pound Sterl1516.00 X
1.213100 (EXCHG RTE)
Method In person
Card number [REDACTED]

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.



Printed from Chase for Business

PLAT BUS CHECKING [REDACTED]

-\$4,962.85

Card

Dec 9, 2022
Transaction date

Dec 12, 2022
Posted date

VET EMERGENCY CRITICAL

Description VET EMERGENCY CRITICAL LAS VEGAS NV 12/08
Method In person
Card number [REDACTED]

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.

UC San Diego

SCHOOL OF MEDICINE

February 6, 2023

Jon Siems, M.D.
8230 W. Shara Ave. #111
Las Vegas, NV 89117

Dear Dr. Siems:

This letter confirms receipt of all required materials for your application to the UC San Diego PACE Program February 6, 2023. Your file is now officially complete and you should consider this to be your date of enrollment. Once your customized program has been developed by our PACE committee, I will send another letter with your program outline and remaining balance. Please note, the remaining balance must be paid prior to scheduling.

Please contact me if you have any questions.

Sincerely,



Patricia R. Smith, M.P.H.
Case Manager
UCSD PACE Program

UC San Diego Physician Assessment & Clinical Education (PACE) Program

UC San Diego School of Medicine • 200 West Arbor Drive Mail Code 8204 San Diego, CA 92103-8204
T: 619-543-6770 • F: 619-488-6078 • paceprogram.ucsd.edu

From: [Jon Siems](#)
To: [Donald K. White](#); [Meg Byrd](#); [Izabella Kolodka](#)
Subject: Urgent License Reinstatement
Date: Tuesday, February 07, 2023 11:43:36 AM

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning. As stated before, the importance of getting my license back quickly can not be overstated. It is at the point where this punitive measure is unfair. This is not a situation involving a crime (insurance fraud, drugs, patient rape), death, blindness, or even chronic adverse sequela. There are legitimate unfortunate reasons with proof as submitted why my response to the settlement terms were delayed. I must stress there was never a willful disregard of the settlement stipulations. Regarding the most recent hearing, you personally stressed the objective perspective of the hearing officer. Clearly, he recognized the need and importance of getting my license reactivated. I have patients that need my care and have waited over a month to continue their treatments. It's not a stretch to say he felt my punishment has gone on long enough as per his request to get me back to work was repeatedly emphasized. I have completed everything I can do with regards to payments, CME and PACE. With all respect, it is reasonable to request reinstatement of my license today, please and thank you.

Jon L Siems, MD



8230 W Sahara Ave Ste #111
Las Vegas, NV 89117
ph (702)948-2010 fax (702)948-6817

From: [Felux Serrano](#)
To: [Donald K. White](#); [Meg Byrd](#); [Izabella Kolodka](#); [Siemslasik@hotmail.com](#)
Subject: Proof Docs
Date: Thursday, February 09, 2023 2:58:03 PM
Attachments: [IMG_0001.jpg](#)
[IMG_0002.jpg](#)
[IMG_0003.jpg](#)
[IMG_0004.jpg](#)
[IMG_0005.jpg](#)
[IMG_0006.jpg](#)
[IMG_0007.jpg](#)
[IMG_0008.jpg](#)

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Here is more documentation of my [REDACTED]. Also, it is very difficult to retrieve medical documents from London for [REDACTED], I'm still making calls in this matter. Doing my best.

Thank you.

MEDICAL RECORDS

This exhibit contains personal medical information, records of a patient or other personal identifying information that is confidential and otherwise protected from disclosure to the public pursuant to NRS 622.310.

From: [Jon Siems](#)
To: [Donald K. White](#); [Meg Byrd](#); [Izabella Kolodka](#); [Siemslasik@hotmail.com](#)
Subject: Additional Documentation - Jon Siems
Date: Thursday, February 09, 2023 3:26:57 PM
Attachments: [HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)
[HMS - v22.jpg](#)


WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello. This is Dr Siems. Here is more documentation of my ex-wifes hospital visits within the last year. Also, it is very difficult to retrieve medical documents from London for my step-son's medical condition, I'm still making calls in this matter. Doing my best.

Thank you.

MEDICAL RECORDS

This exhibit contains personal medical information, records of a patient or other personal identifying information that is confidential and otherwise protected from disclosure to the public pursuant to NRS 622.310.

From: [Jon Siems](#)
To: [Donald K. White](#)
Subject: Re: Automatic reply:
Date: Wednesday, February 15, 2023 2:38:39 PM
Attachments: 

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Sent from my iPhone

On Feb 15, 2023, at 9:41 AM, Jon Siems <siemslasik@hotmail.com> wrote:

As suggested by the hearing officer, I am staying in frequent contact with you via emails and calls. It seems to be a 1 way street of communication. Please contact me! Thanks. Jon

Sent from my iPhone

On Feb 13, 2023, at 4:36 PM, Jon Siems <siemslasik@hotmail.com> wrote:

Sorry - Per a discussion with Meg this past Friday

Sent from my iPhone

On Feb 7, 2023, at 9:29 AM, Donald K. White
<dwhite@medboard.nv.gov> wrote:

I will be out of the office 2/7/23 and returning 2/13/23. If you need immediate assistance, please contact my assistant, Meg Byrd, at 775-324-9350. Thank you.

MEDICAL RECORDS

This exhibit contains personal medical information, records of a patient or other personal identifying information that is confidential and otherwise protected from disclosure to the public pursuant to NRS 622.310.

From: [Jon Siems](#)
To: [Donald K. White](#)
Subject: Re: Automatic reply:
Date: Wednesday, February 15, 2023 2:39:59 PM
Attachments: [image1.png](#)
[image2.png](#)

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Sent from my iPhone

On Feb 15, 2023, at 2:38 PM, Jon Siems <siemslasik@hotmail.com> wrote:

<image1.png>

Sent from my iPhone

On Feb 15, 2023, at 9:41 AM, Jon Siems <siemslasik@hotmail.com> wrote:

As suggested by the hearing officer, I am staying in frequent contact with you via emails and calls. It seems to be a 1 way street of communication. Please contact me! Thanks. Jon

Sent from my iPhone

On Feb 13, 2023, at 4:36 PM, Jon Siems
<siemslasik@hotmail.com> wrote:

Sorry - Per a discussion with Meg this past Friday

Sent from my iPhone

On Feb 7, 2023, at 9:29 AM, Donald K.
White <dwhite@medboard.nv.gov> wrote:

I will be out of the office 2/7/23 and returning 2/13/23. If you

need immediate assistance, please contact my assistant, Meg Byrd, at 775-324-9350. Thank you.

MEDICAL RECORDS

This exhibit contains personal medical information, records of a patient or other personal identifying information that is confidential and otherwise protected from disclosure to the public pursuant to NRS 622.310.

From: [Jon Siems](#)
To: [Donald K. White](#)
Subject: Re: Automatic reply:
Date: Wednesday, February 15, 2023 2:41:28 PM
Attachments: [image0.png](#)
[image1.png](#)
[image2.png](#)

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Sent from my iPhone

On Feb 15, 2023, at 2:39 PM, Jon Siems <siemslasik@hotmail.com> wrote:

<image0.png>

Sent from my iPhone

On Feb 15, 2023, at 2:38 PM, Jon Siems <siemslasik@hotmail.com> wrote:

<image1.png>

Sent from my iPhone

On Feb 15, 2023, at 9:41 AM, Jon Siems
<siemslasik@hotmail.com> wrote:

As suggested by the hearing officer, I am staying in frequent contact with you via emails and calls. It seems to be a 1 way street of communication. Please contact me! Thanks. Jon

Sent from my iPhone

On Feb 13, 2023, at 4:36 PM, Jon Siems
<siemslasik@hotmail.com> wrote:

Sorry - Per a discussion with Meg this past Friday

Sent from my iPhone

On Feb 7, 2023, at 9:29 AM,
Donald K. White
<dwhite@medboard.nv.gov>
wrote:

I will be out of the office 2/7/23 and returning 2/13/23. If you need immediate assistance, please contact my assistant, Meg Byrd, at 775-324-9350. Thank you.

MEDICAL RECORDS

This exhibit contains personal medical information, records of a patient or other personal identifying information that is confidential and otherwise protected from disclosure to the public pursuant to NRS 622.310.

UC San Diego
SCHOOL OF MEDICINE

April 6, 2023

Jon Siems, M.D.
8230 W. Shara Ave. #111
Las Vegas, NV 89117

Dear Dr. Siems:

As you are aware, since your enrollment in the PACE Program, we have been attempting to recruit a faculty member to assist in your evaluation. Specifically, we have been trying to recruit a faculty member that would be best suited to assess you based on your current practice scope. Our recruitment efforts to date, have been unsuccessful, and we are unsure when/if we will be able to locate an appropriate evaluator. As such, we will be unable to proceed with the assessment as requested by the Nevada State Medical Board.

We apologize for the delays and any inconvenience these delays have caused.

Please contact me if you have any questions.

Sincerely,



Patricia R. Smith, M.P.H.
Case Manager
UCSD PACE Program

5

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 19-13009-2

Against:


FILED

JON LANE SIEMS, M.D.,

DEC 27 2022

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

ORDER OF SUSPENSION AND NOTICE OF HEARING

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board) hereby **IMMEDIATELY SUSPENDS** the license of Jon L. Siems, M.D. (Respondent) from the practice of medicine, pursuant to the Board's authority to regulate the practice of medicine in the State of Nevada pursuant to Nevada Revised Statutes (NRS) Chapter 630.

The IC issues this Order of Suspension (Order) based on its determination that Respondent violated a Board Order when he did not satisfy all of the conditions contained in the Settlement Agreement he entered into with the IC on November 29, 2021, and which was approved by the Board on December 3, 2021.

Prior to the preparation of this Order, Board Staff presented to the IC the following:

1. Respondent is a medical doctor licensed to practice medicine in the State of Nevada (License No. 9250). The Board issued his license on December 20, 1999.

2. On November 29, 2021, Respondent entered into a Settlement Agreement with the IC and the Board approved the agreement on December 3, 2021. See **Exhibit 1** (Settlement Agreement and Order).

///

¹ The Investigative Committee of the Nevada State Board of Medical Examiners is composed of Board members Bret W. Frey, M.D., Chairman, Chowdhury H. Ashan, M.D., Ph.D., FACC, and Col. Eric D. Wade, USAF (Ret.).

3. Notably, two (2) of the conditions contained in the Settlement Agreement were for Respondent, Dr. Siems, to unequivocally complete twenty (20) hours of Continued Medical Education (CME) and to complete the Physician Assessment and Clinical Education Program (PACE) within one (1) year of the Board's acceptance, adoption, and approval of the Agreement. The Settlement Agreement was approved and adopted on December 3, 2021, requiring completion of the terms on or before December 3, 2022.

7 4. Pursuant to the Settlement Agreement and Order, Respondent agreed that his
8 license was suspended, but that the suspension was immediately stayed, thereby subjecting his
9 license to a sixty (60) month term of probation with conditions for continuing the stay of the
10 suspension.

11 5. As of the writing of this Order on December 27, 2022, Board staff has received no
12 notification that Respondent has enrolled in nor completed either his CMEs or the PACE Program
13 as required by the Settlement Agreement and Order as a condition to continue the stay of the
14 suspension of his license.

15 6. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in
16 NRS 630.2672, knowingly or willfully failing to comply with: (a) [a] regulation, subpoena or
17 order of the Board or a committee designated by the Board to investigate a complaint against a
18 physician, constitutes grounds for initiating disciplinary action.

19 7. Based on the foregoing, the IC finds that Respondent, Jon L. Siems, M.D., has
20 willfully and knowingly violated his Settlement Agreement and Board Order and is immediately
21 suspended from the practice of medicine in the State of Nevada. *See* NRS 630.326(1).

23 **IT IS HEREBY ORDERED** that the License of Jon L. Siems, M.D. (9250) is
24 immediately **SUSPENDED** until further order of the IC or Board, and Respondent is prohibited
25 from engaging in any acts that constitute the practice of medicine pursuant to NRS 630.020; and

28 |||

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

IT IS FURTHER ORDERED that a hearing on this matter is set for the **13th day of February, 2023, at 9:00 a.m.,** at the Board's office located at 9600 Gateway Drive, Reno, Nevada 89521, to determine whether this suspension may continue, unless the parties mutually agree in writing to a different date and/or time. *See* NRS 630.326(2).

DATED this 27th day of December, 2022.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:

But

BRET W. FREY, M.D.

Chairman of the Investigative Committee

EXHIBIT 1

EXHIBIT 1

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and
Complaint Against
JON LANE SIEMS, M.D.,
Respondent.

Case No. 19-13009-2

FILED

DEC 03 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: *[Signature]*

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Donald K. White, Esq., Deputy General Counsel for the Board and attorney for the IC, and Jon Lane Siems, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, David J. Mortensen, Esq., of the law firm of Messner Reeves LLP, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. Background

1. Respondent is a medical doctor licensed by the Board, pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada Administrative Code (NAC) (collectively, the Medical Practice Act), to practice medicine in Nevada since December 20, 1999 (License No. 9250).

2. On November 13, 2019, in Case No. 19-13009-2, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. On November 25, 2020, in Case No. 19-13009-2, the IC filed a First Amended Complaint (First Amended Complaint). Specifically, the Complaint alleges a violation of NRS 630.301(4), Count I, Malpractice, and a

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any 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.

1 violation of NRS 630.3062(1)(a), Count II, Failure to Maintain Proper Medical Records. The First
2 Amended Complaint consisted of adding a violation of NRS 630.3065(2)(a), Count III, Knowing or
3 Willful Failure to Comply with a Board Order, for not providing medical records upon request.

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

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

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

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

26 7. Respondent understands and agrees that this Agreement, by and between
27 Respondent and the IC, is not with the Board, and that the IC will present this Agreement to the
28 Board for consideration in open session at a duly noticed and scheduled meeting. Respondent

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

5 **B. Terms & Conditions**

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

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

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

19 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
20 and conditions, Respondent knowingly, willingly and intelligently waives all rights in connection
21 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
22 all rights arising under the United States Constitution, the Nevada Constitution, the Medical
23 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
24 may apply to him in connection with the administrative proceedings resulting from the Complaint
25 filed in this matter, including defense of the Complaint, adjudication of the allegations set forth in
26 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.

27 ///

28 ///

1 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
2 Agreement, without a hearing² or any further proceedings and without the right to judicial review.

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

16 a. Respondent admits to Count I Malpractice, a violation of NRS 630.301(4), and
17 Count II, Failure to Maintain Proper Medical Records, a violation of NRS 630.3062(1)(a), of the
18 First Amended Complaint.

19 b. Respondent's license to practice medicine in the State of Nevada shall be
20 suspended with the suspension to be immediately stayed. Respondent's license shall be subject to
21 suspension upon a term of probation for a period of sixty (60) months from the date of the Board's
22 acceptance, adoption, and approval of this Agreement (Probationary Period). Respondent must
23 complete the following terms and conditions within the Probationary Period and demonstrate
24 compliance to the good faith satisfaction of the Board before or within sixty (60) months,
25 including but not limited to, payment in full of costs and fees imposed, and at that time he may
26 petition the Board to lift the probationary status of his license. If Respondent fails to demonstrate
27 compliance with the terms and conditions of this Agreement, or otherwise violates the terms of

28 ² A hearing was held on September 30, 2020, December 10, 2020, and December 11, 2020, in which Respondent participated without counsel.

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 will pay the costs and expenses incurred in the investigation and
5 prosecution of this matter in four (4) equal payments of Six Thousand Two Hundred Fifty-Two
6 Dollars and Seventy-Six Cents (\$6,252.76), commencing on January 5, 2022, continuing on
7 February 5, 2022, and March 5, 2022, and paid in full on or before April 5, 2022, upon the
8 Board's acceptance, adoption, and approval of this Agreement.

9 d. For Count I, Respondent shall pay a fine of five thousand dollars (\$5,000.00) in
10 four (4) equal payments of One Thousand Two Hundred Fifty Dollars (\$1,250.00), commencing
11 on January 5, 2022, continuing on February 5, 2022 and March 5, 2022, and paid in full on or
12 before April 5, 2022, upon the Board's acceptance, adoption, and approval of this Agreement.

13 e. Respondent shall complete the University of San Diego, Physician Assessment and
14 Competency Evaluation Program (PACE), Competency Assessment, and, if recommended by
15 PACE, the Fitness for Duty (FFD) evaluation, pass all of the above to the satisfaction of the
16 Board, and follow all recommendations presented in the report(s) within one year of the Board's
17 approval, at his cost.

18 f. Respondent shall complete twenty (20) hours of continuing medical education
19 (CME), fourteen (14) of the CME hours related to the subject matter of best practices in
20 Ophthalmologic surgery, and six (6) hours related to the subject matter of maintaining proper
21 medical records, within one (1) year from the date of the Board's acceptance, adoption, and
22 approval of this Agreement. The aforementioned twenty (20) hours of CME shall be in addition to
23 any CME requirements that are regularly imposed upon Respondent as a condition of licensure in
24 the State of Nevada and shall be approved by the Board prior to their completion.

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

27 h. Respondent shall receive a Public Letter of Reprimand.
28

i. Count III shall be dismissed with prejudice, and this Agreement shall encompass the resolution of the formal disciplinary case currently before the Board.

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

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

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

8. **Effect of Acceptance of Agreement by Board.** In the event the Board accepts, approves and adopts this Agreement, the Board shall issue a final order, making this Agreement

1 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed.

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

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

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

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

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

27 ///

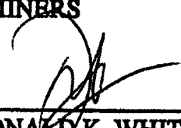
28 ///

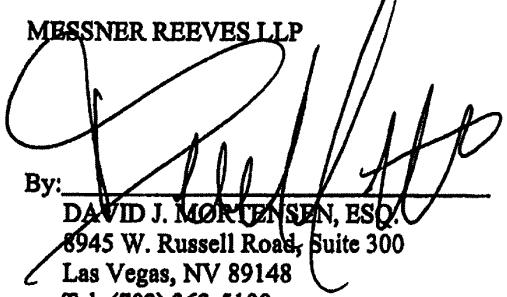
Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a condition of this Agreement may subject Respondent to any civil and administrative collection efforts available.

DATED this 29th day of November, 2021. DATED this 20 day of NOV, 2021.

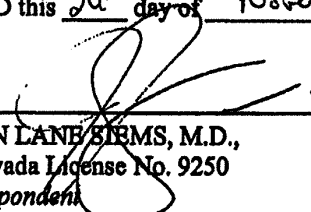
INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL
EXAMINERS

MESSNER REEVES LLP

By: 
DONALD K. WHITE, J.D.
Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: dwhite@medboard.nv.gov
Attorney for the Investigative Committee

By: 
DAVID J. MORTENSEN, ESQ.
8945 W. Russell Road, Suite 300
Las Vegas, NV 89148
Tel: (702) 363-5100
Email: dmortensen@messner.com
Attorney for Respondent

DATED this 24th day of November, 2021.

By: 
JON LANE BIRMS, M.D.,
Nevada License No. 9250
Respondent

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 19-13009-2) was approved and accepted by the Nevada State Board of Medical Examiners on the 3rd day of December, 2021.

DATED this 3rd day of December, 2021.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: _____



VICTOR M. MURO, M.D.
Board President

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

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 19-13009-2

Against:

JON LANE SIEMS, M.D.,

Respondent.

FILED

DEC 29 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

AFFIDAVIT OF SERVICE

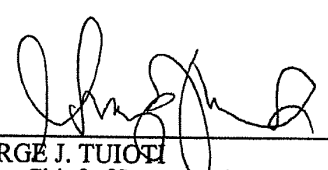
I, George J. Tuioti, Deputy Chief of Investigations, as an employee of the Nevada State Board of Medical Examiners, being first duly sworn, declare under penalty of perjury under the laws of the State of Nevada that the following assertions are true to the best of my knowledge and:

I personally served on December 27, 2022, the following:

1. ORDER OF SUSPENSION AND NOTICE OF HEARING on Respondent,
Jon Lane Siems, M.D. at:

8230 West Sahara Ave., Suite 111
Las Vegas, NV 89117

Further your Affiant sayeth naught.


GEORGE J. TUIOTI
Deputy Chief of Investigations

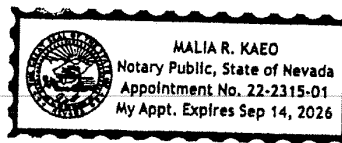
STATE OF Nevada)
COUNTY OF Clark) ss.

SUBSCRIBED and SWORN to before me by

George J. Tuioti on this 27th day of

December 2022.


Notary Public



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

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 19-13009-2

Against:

JON LANE SIEMS, M.D.,

Respondent.

FILED

DEC 29 2022

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

AFFIDAVIT OF SERVICE

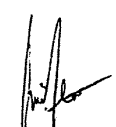
I, Alexis Kent, Investigator, as an employee of the Nevada State Board of Medical Examiners, being first duly sworn, declare under penalty of perjury under the laws of the State of Nevada that the following assertions are true to the best of my knowledge and:

I personally served on December 27, 2022, the following:

1. ORDER OF SUSPENSION AND NOTICE OF HEARING on Respondent,
Jon Lane Siems, M.D. at:

8230 West Sahara Ave., Suite 111
Las Vegas, NV 89117

Further your Affiant sayeth naught.


ALEXIS KENT
Investigator

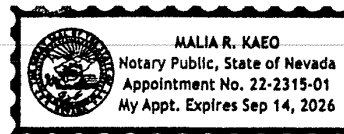
STATE OF Nevada)
COUNTY OF Clark) ss.

SUBSCRIBED and SWORN to before me by

Alexis Kent on this 27th day of

December 2022.


Notary Public



BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 19-13009-2

Against:

JON LANE SIEMS, M.D.,

Respondent.

FILED

JAN - 9 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

PROOF OF SERVICE

I, Meg Byrd, Legal Assistant for the Nevada State Board of Medical Examiners, hereby
certify that on December 28, 2022, I sent the ORDER OF SUSPENSION AND NOTICE OF
HEARING to:

Jon Lane Siems, M.D.
8230 West Sahara Ave., Suite 111
Las Vegas, NV 89117

Via USPS Certified Mail Tracking number 9171969009350254764427 and was delivered on
January 4, 2023. See Exhibit 1.

DATED this 9th day of January, 2023.



MEG BYRD, Legal Assistant
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521

EXHIBIT 1

EXHIBIT 1



January 9, 2023

Dear Meg Byrd:

The following is in response to your request for proof of delivery on your item with the tracking number:
9171 9690 0935 0254 7644 27.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	January 4, 2023, 10:04 am
Location:	LAS VEGAS, NV 89117
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:

John

Address of Recipient:

8230

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

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

3 * * * * *

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

Case No.: 19-13009-2

6 **Against:**

7 **JON LANE SIEMS, M.D.,**

8 **Respondent.**

FILED

JAN 13 2023

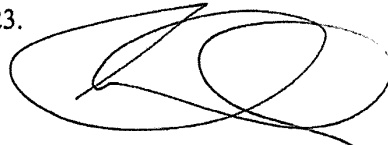
NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

10
11 **AMENDED NOTICE OF HEARING**

12 Pursuant to the Order for Suspension and Notice of Hearing, a suspension hearing was set
13 for the 13th day of February, 2023, at 9:00 a.m. A request by Respondent for an earlier hearing
14 date is hereby granted and the suspension hearing is hereby rescheduled to **Thursday, February**
15 **2, 2023 at the hour of 1:00 p.m.** at the office of the Nevada State Board of Medical Examiners
16 located at 9600 Gateway Drive, Reno, Nevada 89521, to determine whether the suspension
17 against Respondent may continue until further order of the Board. See NRS 630.326(2).

18 DATED this 13th day of January, 2023.

19 

20 _____
21 CHARLES B. WOODMAN, ESQ.
22 Hearing Officer

23 Email: hardywoodmanlaw@msn.com
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am employed by the Nevada State Board of Medical Examiners and
3 that on the 13th day of January, 2023, I served a file-stamped copy of the foregoing **AMENDED**
4 **NOTICE OF HEARING**, via USPS Certified Mail, postage pre-paid, to the following parties:


5 **Jon Lane Siems, M.D.**
6 **8230 West Sahara Ave., Suite 111**
7 **Las Vegas, NV 89117**

8 Tracking No.: 9171 9690 0935 0254 7649 91
9 _____

10 With courtesy copy by email to:

11 Charles B. Woodman, Esq., at [hardywoodmanlaw@msn.com]
12 Donald K. White, Esq., at [dwhite@medboard.nv.gov]
13 Jon Siems, M.D. at [izabella@siemslasik.com]

14 DATED this 13th day of January, 2023.

15 
16 MEG BYRD
17 Legal Assistant
18 Nevada State Board of Medical Examiners
19
20
21
22
23
24
25
26
27
28

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 23-13009-1

Against:

JON LANE SIEMS, M.D.,

Respondent.

FILED

JAN 30 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

COMPLAINT

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners ("Board") hereby issues this formal Complaint against Jon L. Siems, M.D. (hereinafter referred to as Respondent), a licensed physician in Nevada. After investigating this matter, the IC has a reasonable basis to believe that Respondent has violated provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act).

The IC alleges the following facts:

1. Respondent is currently, and was at all times relevant to this Complaint, licensed in active status (License No. 9250). Respondent was issued his license from the Board on December 20, 1999, pursuant to the provisions of NRS Chapter 630.

2. On November 29, 2021, the IC entered into a Settlement Agreement² with Respondent and on December 3, 2021 the Board approved the Settlement Agreement.

¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time the filing of this Complaint was approved, was composed of Bret W. Frey, M.D., Carl N. Williams, Jr., M.D. FACS, and Col. Eric D. Wade, USAF (Ret.).

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

3. In a letter dated December 14, 2021, Johnna LaRue, Deputy Chief of Investigations and Compliance Officer for the Board, in normal course mailed a letter via first class mail with return receipt required, postage prepaid to Respondent which provided explicit instructions regarding his specific requirements and the deadlines to achieve compliance with the Board-approved Settlement Agreement.

4. The Order attached to the Settlement Agreement, as well as Ms. LaRue's letter clearly stated that Respondent had one (1) year to complete twenty (20) hours of Continuing Medical Education (CMEs) and one (1) year to complete the Physician Assessment and Clinical Education Program at the University of San Diego School of Medicine (PACE).

5. Respondent did not complete the CMEs nor the PACE program within the allotted time agreed to in the Settlement Agreement, nor did Respondent correspond with Board staff to request an extension to complete the requirements.

COUNT I

NRS 630.3065(2)(a) - Knowing or Willful Failure to Comply with a Board Order

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

7. NRS 630.3065(2)(a) provides that the knowing or willful failure to comply with an order of the Board constitutes grounds for initiating disciplinary action.

8. Respondent knowingly or willfully failed to comply with an order of the Board when he failed to complete 20 hours of CMEs or the PACE Program by or within the deadline he agreed to with the Board.


9. Additionally, the Settlement Agreement that Respondent signed and was subsequently approved by the Board clearly states that Respondent agreed to be placed on stayed suspension and that if he violated any terms of the agreement that the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing.

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

- 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

1. That the Nevada State Board of Medical Examiners give Respondent notice of the charges herein against him and give him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2) within twenty (20) days of service of the Complaint;
2. That the Nevada State Board of Medical Examiners set a time and place for a formal hearing after holding an Early Case Conference pursuant to NRS 630.339(3);
3. That the Nevada State Board of Medical Examiners determine what sanctions to impose if it determines there has been a violation or violations of the Medical Practice Act committed by Respondent;
4. That the Nevada State Board of Medical Examiners make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, that includes the sanctions imposed; and
5. That the Nevada State Board of Medical Examiners take such other and further action as may be just and proper in these premises.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS


DONALD K. WHITE
Senior Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: dwhite@medboard.nv.gov
Attorney for the Investigative Committee

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 30th day of January, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



BRET W. FREY, M.D.

Chairman of the Investigative Committee

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

3 * * * * *

FILED

MAR - 1 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

4 In the Matter of Charges and

5 Complaint Against

6 JON L. SIEMS, M.D.,

7 Respondent.
8

CASE NO.: 23-13009-1

9 **ORDER AFTER PRE- HEARING AND ORDER CONFIRMING HEARING DATE**

10 TO: DONALD K. WHITE, Deputy General Counsel and Attorney for the
11 Investigative Committee of the Nevada State Board of Medical Examiners,
12 9600 Gateway Drive, Reno, Nevada 89521

13 JON L. SIEMS, M.D., 8230 West Sahara Avenue, Suite #111, Las Vegas,
14 Nevada 89117

15 This Order follows the telephonic Pre-Hearing held on March 1, 2023. Present via
16 telephone at the Pre-Hearing conference with the undersigned Hearing Officer was Donald K.
17 White, Esq. on behalf of the Investigative Committee of the Medical Board, and Dr. Jon L.
18 Siems, M.D., on his own behalf.

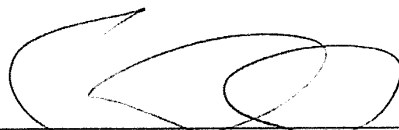
19 At the Pre-hearing the parties agreed that all exhibits and other documentary evidence
20 to be used at the formal Hearing will be exchanged no later than March 13, 2023. The formal
21 Hearing was set at the prior hearing on the temporary suspension of Dr. Siems' license and is
22 confirmed hereby.

23 **ACCORDINGLY, FORMAL NOTICE IS HEREBY GIVEN** that the hearing in
24 this matter is scheduled for one day on **Thursday, April 13, 2023, beginning at 9:00 A.M.,**
25 in the Conference Room at the Office of the Nevada State Board of Medical Examiners,
26 located at 9600 Gateway Drive, Reno, Nevada 89521. The respondent may attend via
27 videoconference from the Board's Southern Nevada office and conference room. Following
28 the hearing, the Hearing Officer will prepare written findings and recommendations and serve
 those on the parties and the Board for its review, and thereafter, the Board will render its

1 decision. NRS 622A(4)-(5). The findings and recommendations do not become final unless
2 they are approved by the Board after review, at which time, the Board may: (a) Approve the
3 findings and recommendations, with or without modification; (b) Reject the findings and
4 recommendations and remand the case; (c) Reject the findings and recommendations and
5 order a hearing de novo before the Board; or (d) Take any other actions that the Board deems
6 appropriate to resolve the case. *Id.*

7 And finally, it is further ordered that the legal counsel for the Investigative Committee
8 and Respondent shall advise this Hearing Officer of each issue which has been resolved by
9 negotiation or stipulation, or any other change in the status of this case.

10
11 DATED this first day of March, 2023.



12
13 CHARLES B. WOODMAN, Hearing Officer
14 Nevada State Board of Medical Examiners
15 548 W. Plumb Lane, Suite B
16 Reno, Nevada 89509
17 (775) 786-9800
18 hardywoodmanlaw@msn.com
19
20
21
22
23
24
25
26
27
28

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 certify that on this day, I personally delivered or mailed, postage pre-paid, at Reno, Nevada, a true file-stamped copy of the foregoing ORDER AFTER PRE-HEARING AND ORDER SETTING HEARING addressed as follows:

DONALD K. WHITE, Deputy General Counsel and Attorney for the Investigative Committee of the Nevada State Board of Medical Examiners, 9600 Gateway Drive, Reno, Nevada 89521

JON L. SIEMS, M.D., 8230 West Sahara Avenue, Suite #111, Las Vegas, Nevada 89117

DATED this 1st day of March, 2023.



Legal Assistant
Nevada State Board of Medical Examiners

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 23-13009-1

Against:

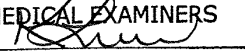
FILED

JON LANE SIEMS, M.D.,

MAR 01 2023

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

**PREHEARING CONFERENCE STATEMENT OF THE INVESTIGATIVE
COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXAMINERS**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) submits the following Prehearing Conference Statement in accordance with NAC 630.465.

I. LIST OF WITNESSES

The IC of the Board lists the following witnesses whom it may call at the hearing on the charges in the Complaint against Respondent filed herein:

- a. Johnna LaRue, Deputy Chief of Investigations
Nevada State Board of Medical Examiners

Ms. LaRue is expected to verify documentary evidence obtained during the settlement, investigation and compliance of case number 19-13009-2 and any and all actions taken during the investigation and compliance of this case.

- b. Monica Gustafson, Senior Investigator
Nevada State Board of Medical Examiners

Ms. Gustafson is expected to verify documentary evidence obtained during the investigation of this case and any and all actions taken during the investigation of this case.

///

///

b. Jon Lane Siems, M.D.

Dr. Siems is expected to testify regarding the facts and circumstances surrounding the settlement in NSBME case number 19-13009-2, subsequent suspension and formal Complaint in this case.

g. All witnesses identified by Respondent in her prehearing conference statement and/or in any subsequent amended, revised or supplemental prehearing conference statement, or list of witnesses disclosed by Respondent of persons she may call to testify at the hearing herein.

The IC reserves the right to amend and supplement this list as required for prosecution of this case.

II. LIST OF EXHIBITS

The IC of the Board lists the following exhibits¹ that it may introduce at the hearing on the charges and formal Complaint against the Respondent. Additionally, the IC of the Board reserves the right to rely on all exhibits listed in Respondent's prehearing conference statement and any supplement and/or amendment thereof.

EXHIBIT NO.	DESCRIPTION	BATES RANGE (NSBME)
1	Letter from Deputy Chief of Investigations and Compliance Officer Johnna LaRue to Jon L. Siems, M.D. with directions for compliance with the settlement agreement and enclosing the settlement agreement filed December 3, 2021.	NSBME 001-002
2	Settlement Agreement filed December 3, 2021 and signed by Jon L. Siems, M.D.	NSBME 003-011
3	Email dated November 18, 2022 from attorney David Mortensen, Esq. to Don White, Senior Deputy General Counsel advising of his withdrawal of representation of Jon L. Siems, M.D.	NSBME 012-013
4	Proof of Service and Delivery of Compliance Letter and Settlement Agreement to David Mortensen, Esq., Attorney for John Siems, M.D. on December 18, 2021.	NSBME 014-015

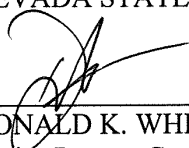
¹ All exhibit material are the same items previously disclosed and admitted at the Summary Suspension Hearing. Additional copies are available upon request.

1 The IC reserves the right to use any exhibits relied upon or identified by Respondent and
2 reserves the right to amend and supplement this list of exhibits as required.

3 DATED this 15th day of March, 2023.

4
5 INVESTIGATIVE COMMITTEE OF THE
6 NEVADA STATE BOARD OF MEDICAL EXAMINERS

7 By:

8 
9 DONALD K. WHITE, J.D.
10 Senior Deputy General Counsel
11 9600 Gateway Drive
12 Reno, NV 89521
13 Email: dwhite@medboard.nv.gov
14 *Attorney for the Investigative Committee*
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 1st day of March, 2023, I served a file-stamped copy of the foregoing PREHEARING CONFERENCE STATEMENT OF THE INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXAMINERS, via USPS Certified Mail, postage pre-paid, to the following parties:

Jon Lane Siems, M.D.
8230 West Sahara Avenue, Suite 111
Las Vegas, NV 89117

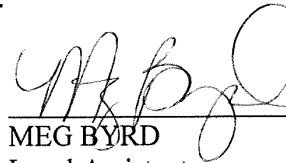
Tracking No.: 9171 9690 0935 0254 7666 74

With courtesy copy by email to:

Charles Woodman, Esq., at [hardywoodmanlaw@msn.com & tiffany@woodmanlawgroup.com]

Jon Lane Siems, M.D. [izabella@siemslasik.com]

DATED this 1st day of March, 2023.


MEG BYRD
Legal Assistant
Nevada State Board of Medical Examiners

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

3 * * * * *

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

Case No.: 23-13009-1

6 **Against:**

7 **JON LANE SIEMS, M.D.,**

8 **Respondent.**

FILED

MAR - 7 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 **PROOF OF SERVICE**

11 I, Meg Byrd, Legal Assistant for the Nevada State Board of Medical Examiners, hereby
12 certify that on January 30, 2023, I sent the **COMPLAINT** to:

13 **Jon L. Siems, M.D.**
14 **8230 West Sahra Ave., Suite 111**
15 **Las Vegas, NV 89117**

16 Via USPS Certified Mail tracking number 9171969009350254766148 which the postal service did
17 not provide a receipt of delivery and the package is shown as "In Transit, Arriving Late" as of
18 February 4, 2023 and has not changed as of today, March 7, 2023. *See Exhibit 1.*

19 On March 2, 2023, in an effort to obtain proof of delivery, a Federal Express package was
20 sent overnight with the Complaint to the same address as above, tracking no. 771459835847 and it
21 was successfully delivered on March 3, 2023. *See Exhibit 2.*

22 DATED this 7th day of March, 2023.



23 _____
24 MEG BYRD, Legal Assistant
25 Nevada State Board of Medical Examiners
26 9600 Gateway Drive
27 Reno, Nevada 89521
28

EXHIBIT 1

EXHIBIT 1

Tracking Number:

Remove X

9171969009350254766148

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

In Transit, Arriving Late

February 4, 2023

Departed USPS Regional Facility

LAS VEGAS NV DISTRIBUTION CENTER

February 1, 2023, 8:17 am

Arrived at USPS Regional Facility

LAS VEGAS NV DISTRIBUTION CENTER

January 31, 2023, 5:24 pm

Arrived at USPS Regional Facility

RENO NV DISTRIBUTION CENTER

January 30, 2023, 10:00 pm

Feedback

- **Accepted at USPS Origin Facility**
RENO, NV 89521
January 30, 2023, 8:45 pm
- **Hide Tracking History**

Text & Email Updates	▼
Return Receipt Electronic	▼
USPS Tracking Plus®	▼
Product Information	▼
See Less ^	

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

EXHIBIT 2

EXHIBIT 2



March 07, 2023

Dear Customer,

The following is the proof-of-delivery for tracking number: 771459835847

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	D.AISY	Delivery Location:	
Service type:	FedEx 2Day		
Special Handling:	Deliver Weekday; Adult Signature Required		LAS VEGAS, NV,
		Delivery date:	Mar 3, 2023 12:10

Shipping Information:

Tracking number:	771459835847	Ship Date:	Mar 2, 2023
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
LAS VEGAS, NV, US,		Reno, NV, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

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

3 * * * * *

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

Case No.: 23-13009-1

6 **Against:**

7 **JON LANE SIEMS, M.D.,**

8 **Respondent.**

FILED

MAR - 7 2023

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

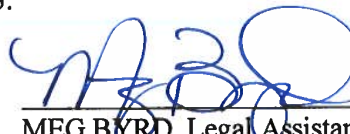
9
10 **PROOF OF SERVICE**

11 I, Meg Byrd, Legal Assistant for the Nevada State Board of Medical Examiners, hereby
12 certify that on March 1, 2023, I sent the **ORDER AFTER PREHEARING CONFERENCE** to:

13 **Jon L. Siems, M.D.**
14 **8230 West Sahra Ave., Suite 111**
15 **Las Vegas, NV 89117**

16 Via USPS Certified Mail, postage pre-paid, tracking number 9171969009350254766674 which was
17 successfully delivered on March 6, 2023. *See Exhibit 1.*

18 DATED this 7th day of March, 2023.

19 

20 MEG BYRD, Legal Assistant
21 Nevada State Board of Medical Examiners
22 9600 Gateway Drive
23 Reno, Nevada 89521

EXHIBIT 1

EXHIBIT 1



March 7, 2023

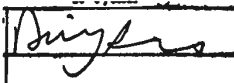

Dear Meg Byrd:

The following is in response to your request for proof of delivery on your item with the tracking number:
9171 9690 0935 0254 7666 74.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	March 6, 2023, 9:34 am
Location:	LAS VEGAS, NV 89117
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Tracking Number:

Remove X

9171969009350254766674

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 9:34 am on March 6, 2023 in LAS VEGAS, NV 89117.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, Left with Individual

LAS VEGAS, NV 89117

March 6, 2023, 9:34 am

Departed USPS Regional Facility

LAS VEGAS NV DISTRIBUTION CENTER

March 4, 2023, 6:35 pm

Arrived at USPS Regional Facility

LAS VEGAS NV DISTRIBUTION CENTER

March 4, 2023, 12:41 pm

In Transit to Next Facility

March 3, 2023

Arrived at USPS Regional Facility

RENO NV DISTRIBUTION CENTER

March 2, 2023, 11:53 pm

USPS picked up item

RENO, NV 89521
March 2, 2023, 12:51 pm

● **Pre-Shipment Info Sent to USPS, USPS Awaiting Item**
March 2, 2023

● **Hide Tracking History**

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

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

3 * * * * *

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

Case No.: 23-13009-1

6 **Against:**

7 **JON LANE SIEMS, M.D.,**

8 **Respondent.**

FILED

APR - 5 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 **PROOF OF SERVICE**

11 I, Meg Byrd, Legal Assistant for the Nevada State Board of Medical Examiners, hereby
12 certify that on March 1, 2023, I sent the **PREHEARING CONFERENCE STATEMENT OF**
13 **THE INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF**
14 **MEDICAL EXAMINERS**, with accompanying Exhibits 1-4 to:

15 **Jon L. Siems, M.D.**
16 **8230 West Sahra Ave., Suite 111**
17 **Las Vegas, NV 89117**

18 Via USPS Certified Mail, postage pre-paid, tracking number 9171969009350254766474 which was
19 successfully delivered on March 6, 2023. **See Exhibit 1.**

20 DATED this 5th day of April, 2023.

21  **FOR**
22 MEG BYRD, Legal Assistant
23 Nevada State Board of Medical Examiners
24 9600 Gateway Drive
25 Reno, Nevada 89521
26
27
28

EXHIBIT 1

EXHIBIT 1



April 5, 2023

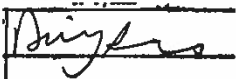

Dear Mercedes Fuentes:

The following is in response to your request for proof of delivery on your item with the tracking number:
9171 9690 0935 0254 7666 74.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	March 6, 2023, 9:34 am
Location:	LAS VEGAS, NV 89117
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)**9171969009350254766674**[Copy](#)[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 9:34 am on March 6, 2023 in LAS VEGAS, NV 89117.

Get More Out of USPS Tracking:

[USPS Tracking Plus®](#)[Feedback](#)

Delivered

Delivered, Left with Individual

LAS VEGAS, NV 89117

March 6, 2023, 9:34 am

Departed USPS Regional Facility

LAS VEGAS NV DISTRIBUTION CENTER

March 4, 2023, 6:35 pm

Arrived at USPS Regional Facility

LAS VEGAS NV DISTRIBUTION CENTER

March 4, 2023, 12:41 pm

In Transit to Next Facility

March 3, 2023

Arrived at USPS Regional Facility

RENO NV DISTRIBUTION CENTER

March 2, 2023, 11:53 pm

USPS picked up item

RENO, NV 89521
March 2, 2023, 12:51 pm

Pre-Shipment Info Sent to USPS, USPS Awaiting Item

March 2, 2023

Hide Tracking History

Text & Email Updates

Return Receipt Electronic

☒ Confirmation

Your Proof of Delivery record is complete and will be processed shortly.

Your confirmation will be sent to the following:

fuentesm@medboard.nv.gov

USPS Tracking Plus®

Your item is eligible for USPS Tracking Plus. This feature allows you to buy extended access to your tracking history and receive a statement via email upon request. Without this feature, your regular tracking history is only available on this site until March 2, 2025. To extend your access to this tracking history, select the length of time you would like and confirm your selection. You can only purchase extended history once, so all orders are final and are not eligible for a refund.

Note: For multiple tracking numbers, you can save and continue adding USPS Tracking Plus selections to your cart until you are ready to complete your purchase.

3 Years

\$3.75

5 Years

\$4.75

7 Years

\$5.75