

NEVADA STATE BOARD OF MEDICAL EXAMINERS



IN THE MATTER OF CHARGES AND COMPLAINT AGAINST **AJUMOBI CHARLES AGU, M.D.** ADJUDICATION

Case No: 23-12518-1

Date: March 7, 2025

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BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 23-12518-1

Against:

FILED

AJUMOBI CHARLES AGU, M.D.,

SEP 19 2023

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: ksmau

FIRST AMENDED COMPLAINT

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board) hereby issues this formal Complaint against Ajumobi Charles Agu, M.D., (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 licensed in suspended status (License No. 8857). Respondent was issued his license by the Board on November 23, 1998, pursuant to the provisions of NRS Chapter 630.

2. On November 15, 2022, Respondent entered into a Settlement Agreement (Agreement) with the IC, and the Board accepted, approved, adopted, and subsequently filed the Agreement on December 2, 2022.

3. Per the terms of the Agreement, Respondent was to submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of the Board's acceptance, adoption, and approval of the Agreement. The Agreement was

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

1 accepted, approved and adopted on December 2, 2022, which required completion of the terms in
2 the Agreement on or before January 31, 2023.

3 4. Additionally, Respondent was to perform ten (10) hours of Continuing Medical
4 Education relating to the best practices in medical record keeping within six (6) months from the
5 date of the Board's acceptance, adoption, and approval of the Agreement or June 2, 2023.

6 5. Respondent registered for the EBAS examination on March 14, 2023, for an
7 April 25, 2023, exam date.

8 6. On March 17, 2023, Board staff received notice from EBAS that the Respondent
9 failed all five (5) sections of the EBAS examination he took on April 25, 2023.

10 7. On June 28, 2023, Respondent furnished a certificate of completion for the
11 aforementioned ten (10) hours of Continuing Medical Education with a completion date of
12 June 26, 2023, twenty-four (24) days after the deadline for completion.

13 8. On June 30, 2023, following the Respondent's failure to comply with the terms of
14 the Agreement, his license to practice medicine was summarily suspended. On July 6, 2023,
15 Respondent was served with an Order of Suspension and Notice of Hearing and on July 14, 2023,
16 Respondent was served with the Complaint.

17 9. An Order to Show Cause Hearing was conducted on July 27, 2023, which was
18 attended by Respondent and Counsel for the IC where it was found that the IC had met its burden
19 of proof to maintain the suspension of Respondent's license to practice medicine.

20 10. On consideration of the testimony provided at the Order to Show Cause hearing,
21 on August 10, 2023, the IC elected to lift the suspension of Respondent's license.

22 11. On or about August 29, 2023, a prescriber activity report from the Nevada State
23 Board of Pharmacy was retrieved that indicated that Respondent was, in fact, practicing medicine
24 while his license was suspended.

25 12. Despite the Respondent's prohibition from the practice of medicine during the
26 period of his suspension from July 6, 2023, through August 10, 2023, Respondent continued to
27 engage in the practice of medicine without an active Nevada medical license, in violation of the

28 ///

1 IC's Order of Suspension, by writing no less than fifty-eight (58) prescriptions for controlled
2 substances.

3 **COUNT I**

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

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

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

9 15. Respondent knowingly or willfully failed to comply with an order of the Board
10 when he failed all five (5) sections of the EBAS examination. Additionally, Respondent did not
11 timely complete his CME hours by the June 2, 2023, deadline and completed them instead on
12 June 26, 2023, twenty-four (24) days after the date ordered by the Board.

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

15 **COUNT II**

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

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

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

21 19. Respondent knowingly or willfully failed to comply with an order of the Board
22 when he continued to practice medicine from July 6, 2023, through August 10, 2023, by
23 prescribing controlled substances to patients despite the June 30, 2023, Order of Suspension.

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

26 ///

27 ///

28 ///

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

2 1. That the Board give Respondent notice of the charges herein against him and give
3 him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2)
4 within twenty (20) days of service of the Complaint;

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

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

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

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

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

15 DATED this 19th day of September, 2023.

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

18 By: _____

19 IAN J. CUMINGS

20 Deputy General Counsel

21 9600 Gateway Drive

22 Reno, NV 89521

23 Tel: (775) 688-2559

24 Email: icummings@medboard.nv.gov

25 Attorney for the Investigative Committee
26
27
28

VERIFICATION


STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

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 19th day of September, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: _____


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

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

3 * * * * *

4
5 In the Matter of Charges and
6 Complaint Against

Case No. 23-12518-1

7 **AJUMOBI CHARLES AGU, M.D.,**
8 Respondent.

FILED

JAN 21 2025

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 FINDINGS AND RECOMMENDATION

11 TO: Ian J. Cumings
12 Senior Deputy General Counsel
13 Nevada State Board of Medical Examiners
14 9600 Gateway Drive
 Reno, Nevada 89521

15 Ajumobi Charles Agu, M.D.
16 273 Far Away Street
 Henderson, NV 89521

17 This matter came for hearing on November 26, 2024. The matter was held by video
18 conferencing between the State of Nevada Board of Medical Examiners' Reno and Las Vegas
19 offices with counsel for the Investigative Committee of the State of Nevada Board of Medical
20 Examiners (the "IC"), Ian J. Cumings, and the undersigned hearing officer appearing in Reno and
21 Respondent Dr. Ajumobi Charles Agu ("Respondent") appearing from Las Vegas. The only
22 witnesses were Johnna LaRue, the Board's Deputy Chief of Investigations and Compliance
23 Officer, and Respondent. Both witnesses were sworn and the hearing was brief.

24 The record reflects that Respondent was previously represented by counsel, namely S.
25 Brent Vogel and Alia Najjar of Lewis Brisbois Bisgaard & Smith, LLP. Although Respondent
26 had prior representation, he appeared without counsel, was admonished about the perils of doing
27 so, and indicated he wished to go forward in *proper person*. With that, IC Exhibits 1-18 were
28

1 admitted as were Respondent's exhibits, which were marked and admitted as Respondent's
2 Exhibit A. The IC proceeded on the First Amended Complaint, which alleges two counts of
3 violations of NRS 630.3065(2)(a), Knowing and Willful Failure to Comply with Board Order.
4 Count I is premised upon Dr. Agu's failure to comply with a December 2, 2022, Settlement
5 Agreement and resulting order entered by Respondent, with counsel, and requiring him, amongst
6 other things, to complete ten hours of continuing medical education ("CME") and to submit to and
7 pass all five sections of the Ethics and Boundaries Assessment Services ("EBAS") Examination
8 by identified deadlines, which were extended to accommodate Respondent. See IC Exhibits 1 and
9 4. Count II is premised upon Respondent's failure to comply with his license suspension as
10 evidenced by his having prescribed controlled substances between July 6, 2023, through August
11 10, 2023.

12 There is no dispute as to Count I given that the CME's, although done, were done twenty
13 three days past the extended deadline (Hearing Transcript ["HT"], p. 20). Respondent also took
14 the EBAS exam approximately three months after the deadline and failed each of the five sections
15 of the exam. Respondent admits the same although he was under the mistaken impression that
16 these violations had been resolved, which was not the case.

17 As to Count II, at issue are prescriptions written from July 7, 2023, through early August
18 2023, prior to Respondent's license suspension being temporarily lifted on August 10, 2023.
19 Respondent denied issuing the prescriptions and maintains that his credentials were utilized
20 without his consent by a third party and testified that he was unaware they were being used. The
21 third party is a hospice organization that Respondent had been the medical director for up to
22 January 1, 2023, and which had been sold in November 2022. The prescriptions, which were
23 numerous, were brought to the IC's attention via a prescriber activity report from the Nevada
24 State Board of Pharmacy that was transmitted either on July 20, 2023, or August 29, 2023. HT, p.
25 25; Exhibit 9; Exhibit 18, p. 145, para. 13.

26 Per Respondent, as indicated in the October 10, 2023, Las Vegas Metropolitan Police
27 Report he filed, the prescriptions were brought to his attention by the IC on September 19, 2023.
28 See Respondent's Exhibit A. The prescriptions were electronically issued and documents

1 substantiating the same were submitted by both the IC and Respondent; and, as pointed out by the
2 IC, at least two such prescriptions were written as having derived from Respondent's office on
3 Flamingo as opposed to the hospice organization, which was located on W. Sahara. *See* Exhibits
4 14, 16, and 17.

5 As an attorney and not a medical professional, undersigned cannot say if the prescriptions
6 at issue were consistent with a hospice practice and no testimony was given with regard thereto;
7 but, for the Board's consideration, Exhibits 9-17 indicate that there were prescriptions issued for
8 treatment of chronic pain syndrome (Oxycodone Hydrochloride and MS Contin); cough
9 (Promethazine Hydrochloride/Codeine Phosphate); and intervertebral disc degeneration (MS
10 Contin), and prescriptions with no symptoms listed included Percocet; Alprazolam; Fentanyl; and
11 Hydrocodone-Acetaminophen amongst the others listed in the Prescriber Activity Report, Exhibit
12 8. *Id.* Nor was there any explanation as to why certain of the prescriptions had Respondent's
13 office address, which Respondent represented had been closed at the time, as opposed to the
14 hospice organization's address, with the implication as brought forth by the IC being that
15 Respondent had been the prescriber given that not all of the prescriptions came from the hospice
16 organization's address. *Id.* There was also no distinction addressed as to the pharmacies that the
17 prescriptions were sent to with the majority of the hospice organization's prescriptions going to
18 Pharmacy Westcliff but with both the hospice organization's and Respondent's purported office
19 prescriptions going to CNS Scripts, LLC. *Id.* The timing is also notable given that Respondent,
20 pursuant to his own testimony, had not been affiliated with the hospice organization as of January
21 1, 2023, yet there was no testimony that any prescriptions came from the hospice organization
22 from that time up until Respondent's license was suspended.

23 Respondent has seemingly been forthright about his shortcomings in complying with the
24 settlement agreement terms as to the untimely and failed EBAS testing and the late completion of
25 the CME's, yet violating a suspension by practicing without a license through prescribing
26 controlled substances is a more serious offense that could certainly incentivize one to attempt to
27 avoid the consequences. In that respect, undersigned questioned the timing and motives for filing
28 the police report and found it compelling that there had been no indication during the hearing that

1 the hospice organization had utilized Respondent's credentials prior to the timeframe of the
2 suspension. Undersigned reasoned that had the hospice organization been reliant upon and
3 routinely utilizing Respondent's credentials as the number of prescriptions at issue implied,
4 certainly it would have done so at some point other than when Respondent's license was
5 suspended; and, if that had been the case, undersigned would have expected Respondent to point
6 out the same in defense and, on the flip side, for the IC, in fairness to Respondent, to have
7 acknowledged such a fact given it would support Respondent's defense, which was known to the
8 IC based upon Respondent's disclosure and reliance upon the police report (the falsification of
9 which may constitute a crime pursuant to NRS 207.280).


10 With the foregoing reasoning in mind, undersigned once again reviewed the exhibits and
11 took note of Respondent's Exhibit A, which contained several prescriptions as pages 15-22 that
12 were issued under Respondent's credentials from the hospice organization pre-dating
13 Respondent's license suspension. Such dates included March 23, 2023; March 24, 2023; April 3,
14 2023; April 14, 2023; May 12, 2023; June 7, 2023; September 10, 2023; and September 13, 2023.
15 See Respondent's Ex. A, pp. 15-22. Undersigned also took note that two of the prescriptions, pp.
16 15 and 18, indicated that the prescriptions were "clarified with MD" but the clarification was the
17 same word for word and were written in "additional notes" from the prescriber and not from the
18 pharmacy, meaning that the pharmacy itself had not "clarified with MD."

19 Count II is pleaded against Respondent for having "knowingly or willfully" failed to
20 comply with his suspension by prescribing controlled substances during his suspension. Given
21 the foregoing, it is not clear that Respondent failed to honor his suspension by personally
22 prescribing controlled substances, and, as such, undersigned cannot recommend the finding of a
23 violation of Count II based upon a knowing and willful act by Respondent himself, particularly as
24 the prescriptions were done electronically and the examples provided by Respondent are plainly
25 indicated to have come from the hospice organization by name and not just its affiliated address.
26 That is not to say that Respondent having allowed a third party to utilize his credentials for
27 months, including during a suspension period, is in any way acceptable. It is wholly
28 unacceptable. Respondent is responsible for maintaining his credentials confidentially and

1 ensuring they are not utilized by others; however, such carelessness is not the basis for Court II as
2 pleaded and, as such, undersigned cannot recommend that a showing as to a violation of Court II
3 has been established by a preponderance of the evidence.

4 BASED UPON THE FOREGOING, it is recommended that Respondent be held
5 accountable for the violation of Count I and disciplined as deemed appropriate by the Board, and
6 that Respondent also be admonished for the carelessness that led to the pleading of Count II
7 without a finding of a violation thereof based upon the charge as pleaded.

8 RESPECTFULLY SUBMITTED this 21st day of January 2025.

9
10 
11 Patricia Halstead, Esq.,
12 Hearing Officer
13 615 S. Arlington Ave.
14 Reno, NV 89509
15 (775) 322-2244
16 phalstead@halsteadlawoffices.com
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CERTIFICATE OF SERVICE

I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 21st day of January, 2025, I served a file-stamped copy of the foregoing **FINDINGS AND RECOMMENDATIONS**, US Certified Mail, postage pre-paid, to the following parties:

AJUMOBI CHARLES AGU, M.D.
273 Far Away Street
Henderson, NV 89074

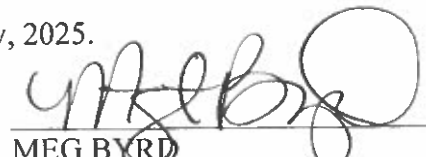
Tracking No.: 9171 9690 0935 0254 6096 29

Courtesy copy of the Prehearing Statement by email sent to:

AJUMOBI CHARLES AGU, M.D.
ajumobiagu@yahoo.com.com

PATRICIA HALSTEAD, ESQ.
phalstead@halsteadlawoffices.com

DATED this 21st day of January, 2025.


MEG BYRD
Legal Assistant
Nevada State Board of Medical Examiners

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BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

FILED

DEC 11 2024

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

In the Matter of Charges
and Complaint Against

Case 23-12518-1

AJUMOBI CHARLES AGU, M.D.

_____/

Pages 1 to 48, inclusive.

TRANSCRIPT OF PROCEEDINGS
HEARING
Tuesday, November 26, 2024

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

Nevada State Board of Medical Examiners
Ian J. Cummings, Esq.
9600 Gateway Drive
Reno, NV 89521
Ajumobi Charles Agu, M.D., In Pro Per
Patricia Halstead, Hearing Officer

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Reported by: Tina DalPino, CCR #641
Veritext Legal Solutions

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I N D E X

PAGE

Board opening statement

8

Examination of JOHNNA LA RUE:

By Mr. Cummings

11

Statement by Dr. Agu:

Pro Per statement

30

E X H I B I T S

EXH. NO.

MARKED

ADMITTED

1-18

Respondent's A

1 Reno, Nevada -- 11/26/24 - 8:30 a.m.

2 -o0o-

3

4 THE HEARING OFFICER: Okay. We're here in
5 the matter of charges and complaint against Ajumobi
6 Charles Agu, M.D. Did I say that correctly, sir?

7 DR. AGU: Yes.

8 THE HEARING OFFICER: I'm Patricia
9 Halstead, the hearing officer assigned to this
10 matter. This is Case No. 23-12518-1. We're
11 proceeding on the first amended complaint filed on
12 September 19th, 2023.

13 I note that Mr. Cummings is here for the
14 Investigative Committee. I see Dr. Agu.

15 Can you both state your name and
16 appearances for the record, please.

17 MR. CUMMINGS: Ian James Cummings, Sr.
18 Deputy Attorney General, Nevada Board of Examiners
19 here on behalf of the Investigative Committee.

20 THE HEARING OFFICER: Dr. Agu, go ahead and
21 state your name for the record.

22 DR. AGU: Ajumobi Charles Agu.

23 THE HEARING OFFICER: Can you spell that
24 for our court reporter, please.

Page 3

1 DR. AGU: A-j-u-m-o-b-i, Charles,
2 C-h-a-r-l-e-s, A-g-u.

3 THE HEARING OFFICER: Thank you.

4 Dr. Agu, I note that you don't have anyone
5 with you. Are you going to have counsel
6 representing you in today's proceedings?

7 DR. AGU: No.

8 THE HEARING OFFICER: Okay. And you
9 understand that could be at your own peril and
10 you're dealing with professionals on the other side
11 who are attorneys. And so if you represent
12 yourself, you take on that responsibility of all the
13 obligations that a representative would take on for
14 you, and you're clear about that.

15 DR. AGU: Yes.

16 THE HEARING OFFICER: Okay. So, with that,
17 is there any preliminary matters we need to address
18 before we commence with the hearing, Mr. Cummings?

19 MR. CUMMINGS: I don't believe so.

20 THE HEARING OFFICER: Dr. Agu, is there
21 anything that you would like to address before we
22 commence with the hearing?

23 DR. AGU: No.

24 THE HEARING OFFICER: Okay. Are there

1 stipulations to the exhibits, Mr. Cummings?

2 MR. CUMMINGS: Dr. Agu, typically, if we're
3 going to go through a hearing, we have to admit the
4 evidence. Now, you can stipulate to the exhibits
5 that are listed in 1 through 18 and they can come
6 in. Otherwise, I have to lay groundwork and get
7 them admitted on approval of the hearing officer.

8 Would you like to admit all 18?

9 DR. AGU: What did you say?

10 THE HEARING OFFICER: There's exhibits.
11 Mr. Cummings has exhibits to admit, 1 through 18.
12 You can stipulate to those being admitted, which
13 will save time and ensure that they're all admitted,
14 or he will present them along the way and admit them
15 individually after he lays a groundwork for them.

16 So if you are in agreement and you don't
17 have any issue with any of those exhibits, you can
18 stipulate to their admission.

19 The question is, Do you want to stipulate
20 to the admission of any or all of those exhibits?

21 DR. AGU: Yes.

22 THE HEARING OFFICER: Okay. So Exhibits 1
23 through 18 will be admitted.

24 (Exhibits 1 through 18 admitted.)

1 DR. AGU: Yes.

2 THE HEARING OFFICER: Thank you, Dr. Agu.

3 With that, we'll proceed to opening
4 statements.

5 MR. CUMMINGS: I'll just note for the
6 record Dr. Agu's exhibits were not timely but have
7 been agreed to be treated as such. I believe we
8 have those with us. Do you have those, Ms.
9 Halstead?

10 THE HEARING OFFICER: Are these marked?

11 MR. CUMMINGS: They were not marked. And
12 Dr. Agu provided them directly to the Board. I
13 don't know how he wishes to use these. I'll leave
14 that in his control.

15 THE HEARING OFFICER: Do you have any
16 objection?

17 MR. CUMMINGS: No. I've gone through
18 everything. I don't believe it changes any of the
19 factual allegations as they're alleged in the
20 complaint.

21 THE HEARING OFFICER: Okay. And I note
22 they're not numbered either.

23 Dr. Agu, do you have what you submitted to
24 the Board in front of you? I'm holding it up. Do

1 you recall those documents that you submitted
2 directly?

3 DR. AGU: Yes.

4 THE HEARING OFFICER: Okay. Do you have
5 those in front of you now.

6 DR. AGU: Yes.

7 THE HEARING OFFICER: Okay. So why don't
8 we go through those and mark each page and we'll
9 just admit -- since they're all stapled together,
10 we'll admit them as one exhibit. When they get
11 referred to, Dr. Agu, they will be Respondent's
12 Exhibit -- let's do A, so they're not confusing.
13 You can refer to the number that you -- or the
14 letter and the number of the page you want to refer
15 to.

16 So your exhibits will be Exhibit A, and I'm
17 gonna mark the pages right now. First page one, and
18 I'm just going to go through and number them
19 consecutively. I have 22 pages, if I numbered them
20 correctly.

21 MR. CUMMINGS: Like myself.

22 Do you have any questions about that Dr.
23 Agu?

24 DR. AGU: No.

1 THE HEARING OFFICER: Anything further, Mr.
2 Cummings?

3 MR. CUMMINGS: No. I'm prepared to deliver
4 my opening.

5 THE HEARING OFFICER: Okay.

6 BOARD'S OPENING STATEMENT

7 MR. CUMMINGS: Firstly, I'd like to thank
8 everybody involved in today's hearing for the
9 participation. Ms. Halstead, Madam Court Reporter,
10 and Dr. Agu, and the witness testifying today.

11 The purpose of this hearing today is to
12 determine whether Dr. Agu violated the provisions of
13 the Medical Practice Act when he failed to comply
14 with the terms of a settlement agreement and order
15 adopted by the Board on December 2, 2022, and then
16 further committed another violation of board order
17 by allowing -- prescribing or allowing for his
18 controlled substances registration to be used to
19 prescribe while he was under suspension.

20 NRS 633.0652 sub A provides in part that
21 knowingly or willfully failing to comply with an
22 order of the Board constitutes grounds for
23 initiating disciplinary action. Dr. Agu's been
24 licensed since November 23rd, 1998, and his license

1 is currently definitely suspended. The
2 investigative committee issued a summary suspension
3 of Dr. Agu's medical license on July 11th and again
4 on September 19th, 2023.

5 The testimony and documents that will be
6 presented today will establish by a preponderance of
7 the evidence that Dr. Agu knowingly or willfully
8 failed to comply with the terms of his settlement
9 agreement and board order by his abject failure of
10 the ethics, boundaries, and assessment services
11 examination and his repeated disregard for timely
12 compliance of his obligations imposed by the
13 settlement agreement and board order and that Dr.
14 Agu is responsible for prescriptions written under
15 his controlled substance registration while his
16 license to practice medicine was suspended.

17 Personally, Dr. Agu knowingly --

18 THE HEARING OFFICER: You need to slow
19 down.

20 MR. CUMMINGS: Dr. Agu was served with a
21 settlement agreement and board order and public
22 reprimand and compliance letter on December 19th for
23 Case No. 22-12518-1, which required Dr. Agu to
24 reimburse the Board for costs incurred in the

1 investigation and prosecution of the case, a fine
2 for \$4,500, perform ten hours of continuing medical
3 education, or CME, within six months of the Board's
4 order, and to submit to and pass all five sections
5 of an Ethic, Boundaries, and Assessment Service
6 examination within 60 days.

7 On April 21st, 2023, the Board's compliance
8 officer, Ms. Johnna LaRue, sent Dr. Agu a reminder
9 letter saying that he yet to comply with C&D portion
10 of the December 2, 2022, settlement agreement in
11 addition to the EBAS examination granting an
12 extension to enroll and take the exam by the latest
13 April 25th, 2023.

14 The evidence will show that Dr. Agu took
15 the EBAS examination 90 days late and failed all
16 five sections of the EBAS examination on April 25th,
17 2023. Furthermore, the evidence will show that Dr.
18 Agu further failed to comply with board's orders by
19 failing to take his CME credits by the required date
20 of June 2, 2023.

21 Finally, Dr. Agu violated the IC's order of
22 suspension issued July 6th, 2023, as alleged in
23 Count 2. The evidence will show that Dr. Agu was
24 either continuing to prescribe controlled substances

1 or failed to maintain his provider information as
2 confidential and, therefore, allowed prescriptions
3 to be written under his name while he was suspended
4 in clear violation of the IC's order. Thank you.

5 THE HEARING OFFICER: Dr. Agu, would you
6 like to make an opening statement?

7 DR. AGU: No.

8 THE HEARING OFFICER: Okay. Then, with
9 that, Mr. Cummings, would you like to call your
10 first witness?

11 MR. CUMMINGS : I'd like to call Ms. Johnna
12 LaRue.

13 THE HEARING OFFICER: Let's swear Ms.
14 LaRue.

15 (Witness sworn.)

16 THE WITNESS: Johnna LaRue, J-O-H-N-N-A
17 L-A-R-U-E.

18 THE HEARING OFFICER: Thank you.
19 Your witness, Mr. Cummings.

20 MR. CUMMINGS: Thank you.

21 EXAMINATION

22 BY MR. CUMMINGS:

23 Q. Ms. LaRue, who is your employer?

24 A. Nevada State Board of Medical Examiners.

1 Q. How long have you worked for the Board?

2 A. Eighteen and a half years.

3 Q. What's your job title?

4 A. Deputy Chief of Investigations and
5 Compliance Officer.

6 Q. What does your role as compliance officer
7 entail?

8 A. As a compliance officer I am charged with
9 following through -- or following up with the
10 disciplinary action imposed by the Board and
11 approved in settlement agreements and adjudications.

12 Q. What are your specific duties as compliance
13 officer?

14 A. I would correspond with the licensees with
15 the settlement agreement and provide them with a
16 letter of compliance letting them know what their
17 due dates are.

18 Q. When as a compliance officer do you become
19 involved in a case?

20 A. After the settlement and/or the
21 adjudication has been approved by the Board.

22 Q. When a board order goes into effect, what
23 happens then?

24 A. I get a copy of the original settlement

1 agreement wherein then I would provide a copy to the
2 respondent with the public reprimand, if that's
3 warranted, and then a copy of my compliance letter.

4 Q. Are you familiar with Case No. 22518-1
5 regarding Dr. Agu?

6 A. Yes.

7 Q. Were you the compliance officer in this
8 case?

9 A. Yes.

10 Q. Was a settlement agreement approved by the
11 Board in this case?

12 A. Yes.

13 Q. Do you recall when that settlement
14 agreement was approved?

15 A. December 2nd, 2023.

16 Q. Okay.

17 A. 2022. Sorry. December 2, 2022.

18 Q. I'd like to ask you more specific questions
19 regarding the facts in this case.

20 Can you please turn to Exhibits 1 through
21 3, look through them, and look up when you're done.

22 (Witness reviewing document.)

23 BY MR. CUMMINGS:

24 Q. What are these documents?

1 A. Settlement agreement, my letter of
2 compliance, and the public reprimand.

3 Q. And what do these documents mean to you?

4 A. This is part of my compliance packet.
5 These are documents that I receive once the Board
6 has approved it and then I would send out to the
7 respondent.

8 Q. Turn to Board's Exhibit 7.

9 What is this document?

10 A. This is my proof of service of the
11 documents that I mailed.

12 Q. And what is the date it was received?

13 A. December 19th, 2022.

14 Q. And this is a copy of the proof of service
15 that you completed?

16 A. Yes.

17 Q. This was for the compliance packet
18 referenced in Exhibits 1 through 3?

19 A. Yes.

20 Q. Going back to Exhibit 1, please turn to
21 page four. Ms. LaRue, what portion of Exhibit 1 is
22 on page four?

23 A. This is the consent to entry of order.

24 Q. And what is that?

1 A. This is the disciplinary action.

2 Q. Okay. Turning to paragraph five, Section
3 A, what counts did Dr. Agu admit to?

4 A. He admitted to Counts 1, 2, 5 and 8.

5 Q. What counts were those?

6 A. One violation of malpractice and three
7 violations of failure to maintain proper medical
8 records.

9 Q. Could you please summarize what was ordered
10 in paragraphs -- paragraph five, sections B through
11 E?

12 A. Costs to be paid in 60 days and a fine was
13 assessed with it to be paid within 60 days, 10 hours
14 of continuing medical education to be completed
15 within six months, and submit and pass all five
16 sections of the Ethics and Boundaries Assessment
17 Services, which is our EBAS examination, within 60
18 days.

19 Q. Per the terms of the order, a timeline was
20 included for Dr. Agu to have completed everything.

21 A. Yes.

22 Q. Turning to Exhibit 2, pages nine through
23 ten. This was previously admitted as part of the
24 compliance packet. What is this document?

1 A. This is my compliance letter.

2 Q. And what are the due dates for the terms
3 included in the order?

4 A. Costs were due on January 31st, 2023. The
5 fine was due on January 31st, 2023. CMEs were due
6 on June 2nd, 2023, and the EBAS examination was --
7 must be completed by January 31st, 2023.

8 Q. To your knowledge did Dr. Agu comply with
9 these deadlines?

10 A. He paid his costs and fines within the
11 deadline date.

12 Q. And what about the CMEs?

13 A. They were not completed before the deadline
14 date and the EBAS examination was not completed
15 before the deadline date.

16 Q. Following Dr. Agu's failure to complete the
17 EBAS examination and his CME credits, were you in
18 contact with him?

19 A. Yes. I had communication with Dr. Agu
20 where he asked for an extension, which was provided
21 as a courtesy for a one-time event for him to -- as
22 long as he provided proof that he had enrolled and
23 paid for the EBAS exam, which he did.

24 Q. And passed?

1 A. Yes.

2 Q. Turn to Exhibit 4, page 12. This document
3 has been admitted as a reminder letter that was sent
4 to Dr. Agu from Ms. LaRue. Ms. LaRue, when did you
5 send this letter to Dr. Agu?

6 A. April 21, 2023.

7 Q. Do you regularly provide reminders to
8 licensees?

9 A. Yes. This is a courtesy reminder that I
10 send out.

11 Q. What terms of this letter had yet to be
12 completed?

13 A. The 10 hours of CME had not been completed
14 yet. And it's noted that the EBAS completed at the
15 time of my mailing the letter hadn't been completed,
16 but it is noted that he had enrolled on April 25th,
17 2023 to, complete that exam.

18 Q. So about 91 days after the due date?

19 A. Roughly six months, yes -- or three months,
20 yes.

21 Q. Can you please forward to Exhibit 5, pages
22 13 through 14. I'd like to note that Exhibit 5 has
23 been admitted as Dr. Agu's EBAS scores.

24 First I'd like to talk about EBAS. What is

1 EBAS?

2 A. EBAS is an Ethics and Boundaries Assessment
3 Exam, which is administered as an essay exam to,
4 basically, gain the knowledge of the fitness for
5 practice or the fitness to practice within the
6 ethics and boundaries of a physician.

7 Q. Looking at page 13 there, what is this
8 document?

9 A. This is the cover letter that they send me
10 that lays out the scores -- or the requirements.

11 Q. Does it say how the exam is graded?

12 A. Yes.

13 Q. How is the exam graded?

14 A. The final scores are based on average
15 scores obtained from independent, trained graders,
16 none of which reside in the State of Nevada.

17 Q. What's a maximum score on the EBAS?

18 A. Sixteen.

19 Q. And what's the passing score?

20 A. Twelve.

21 Q. Please turn to the next page, page 14. I'd
22 like to go through the score sheet that Dr. Agu
23 received. How many sections are there?

24 A. There are five sections.

1 Q. What are they?

2 A. Boundary Violations, Fraud, Professional
3 Standards, Substance Abuse, Unprofessional Conduct.

4 Q. How are these scores broken down?

5 A. They're broken down by introductory opinion
6 statements, consequences, solutions and public
7 protection.

8 Q. Did Dr. Agu pass the EBAS exam?

9 A. No.

10 Q. Which sections did he fail?

11 A. All five.

12 Q. What were the scores that he received
13 respectively?

14 A. He received a seven in boundary violations,
15 a nine in fraud, a seven in professional standards,
16 a nine in substance abuse, and an eight in
17 unprofessional conduct.

18 Q. How often is the EBAS examination used by
19 the Board to assess ethical competency?

20 A. Recently it's used often.

21 Q. Is it common that an examinee fails this
22 section?

23 A. It happens that -- yes, it happens that
24 people will fail maybe one section.

1 Q. Is it common that an examinee fails all
2 five sections?

3 A. No.

4 Q. To your knowledge has anybody since your
5 tenure as compliance officer began failed all five
6 sections of the EBAS exam?

7 A. No.

8 Q. Has Dr. Agu contacted you about retaking
9 the examination or attempting to become in
10 compliance with the Board order?

11 A. No.

12 Q. Turn to Exhibit 6, page 15.

13 Go ahead and look at this document and let
14 me know when you're done.

15 (Witness reviewing document.)

16 THE WITNESS: I'm good.

17 BY MR. CUMMINGS:

18 Q. What is that document?

19 A. This is a certification of continuing
20 medical education for Dr. Agu.

21 Q. Is there a date of completion on this
22 document?

23 A. June 24 and 25 of 2023.

24 Q. Do you recall what the due date that Dr.

1 Agu was to have submitted his CME education?

2 A. June 2, 2023.

3 Q. Dr. Agu was late in submitting CMEs?

4 A. Yes.

5 Q. About how many days was Dr. Agu late?

6 A. Twenty-six days.

7 Q. So nearly a month?

8 A. Correct.

9 Q. Pivoting away from the December 2nd, 2022,
10 board order, do you recall that Dr. Agu was
11 suspended by the IC for failure to abide by the
12 terms of the settlement agreement on July 6, 2023?

13 A. Yes.

14 Q. Are you familiar what happens when a
15 licensee of the Board is suspended?

16 A. Yes. When a licensee is suspended, he is
17 to cease practicing medicine in full.

18 Q. What happens then?

19 A. Well, he has to, basically, stop. He can't
20 practice medicine in any way.

21 Q. After he is served with the order?

22 A. Yes. Once the order has been served, he's
23 not allowed to practice medicine.

24 Q. Would prescribing drugs be considered the

1 practice of medicine?

2 A. Yes.

3 Q. Turn to page 18 of Exhibit 8. Flip through
4 this and let me know when you're done. It's a long
5 one.

6 (Witness reviewing document.)

7 THE WITNESS: Okay.

8 BY MR. CUMMINGS:

9 Q. Exhibit 8 has been admitted as prescription
10 monitoring report. Can you explain what a PNP is
11 used for?

12 A. This is a report of prescriber activity for
13 a specific licensee with a DEA number and it would
14 note the prescriber's activity, which would include
15 patients' names, date of birth, their -- the date
16 the prescription was written, the type of drug that
17 was written for, and the date it was filled.

18 Q. So it's a record of all the drugs
19 prescribed by a provider?

20 A. Correct.

21 Q. Can you --

22 A. All the controlled substances that are
23 prescribed.

24 Q. Not all the drugs, though, just controlled

1 substances.

2 A. Yes. It's just controlled substances.

3 Q. Please explain what the columns on the
4 report are.

5 A. These are basically just the list. There's
6 the patient's first and last name, the date of
7 birth, the date the patient filled the prescription,
8 the date the prescription was written, the type of
9 drug that was administered or was written for, the
10 quantity, the supply they're getting. And then, you
11 know, it has the location that they've picked up
12 their drugs, that kinda thing.

13 Q. So the written date is when the script is
14 created.

15 A. Correct.

16 Q. What was -- was this report for a specific
17 time frame?

18 A. Yes.

19 Q. What time frame was that?

20 A. I ran the report for the range of
21 August 28th, 2022, through August 28th, 2023.

22 Q. So if you recall, Dr. Agu was suspended on
23 July 6th, 2023, and suspension was temporarily
24 lifted on August 10th, 2023.

1 A. Yes.

2 Q. Looking at page 22 of the same exhibit, can
3 you see if Dr. Agu's credentials were used to write
4 any prescriptions during his period of suspension?

5 A. Yes. There are several prescriptions on
6 this page that are written after July 6th.

7 Q. How can you tell?

8 A. The written date here tells you that there
9 are several that are written. There's some from
10 July 10th, July 7th. On that page that's -- those
11 are the only dates.

12 Q. Working backwards from page five to page
13 one, are there additional prescriptions?

14 A. Yes. There are several on page 21 from
15 July 14th, July 12th, July 20th, July 19th. And as
16 you go forward, on page 20 there are some that are
17 written in August, August 3rd, August 7th, more in
18 July, all the way through.

19 Q. Do you know approximately how many
20 prescriptions were written during the time that Dr.
21 Agu was under suspension?

22 A. It's more than 50.

23 Q. These are all from NSBME pages 19 through
24 22?

1 A. Correct.

2 Q. I'd like to turn forward to Exhibits 9
3 through 17. What are these documents?

4 A. These are copies of the actual
5 prescriptions that were submitted.

6 Q. Okay. So starting with Exhibit 9 -- just
7 look at this one -- can you kinda walk me through
8 what information is contained on one of these
9 scripts?

10 A. This has the patient's name, the drug that
11 was prescribed, it has the prescribers' name. It
12 lists also the date it was transmitted
13 electronically. Yeah, and the DEA number is here.

14 Q. So on Exhibit 9 what was the date this was
15 transmitted to the pharmacy?

16 A. This was transmitted to the Pharmacy Board
17 on July 20th, 2023.

18 Q. To the Board or the pharmacist?

19 A. Oh, the pharmacist.

20 Q. And what was the drug that was being
21 prescribed?

22 A. Oxycodone hydrochloride.

23 Q. And is that a controlled substance?

24 A. Yes.

1 Q. Turn to Exhibit 10. What was the date this
2 exhibit was transmitted?

3 A. August 3rd, 2023.

4 Q. And what was the drug being prescribed?

5 A. It's the same thing, Oxycontin, MS Contin,
6 which is an extended release tablet.

7 Q. And turning forward to page 12 there, what
8 was the date this was transmitted?

9 A. July 19th, 2023.

10 Q. And the drug?

11 A. The same, the Oxycontin, which is the
12 extended release.

13 Q. Exhibit 13?

14 A. This was transmitted on July 24th, 2023,
15 and this is for the promethazine hydrochloride, the
16 codeine.

17 Q. And next on Exhibit 14.

18 A. So this was -- this has a -- okay. So date
19 and time is July 10th, 2023, and this prescription
20 was written for Percocet tablets.

21 Q. Is this noted as a new prescription?

22 A. Yes, this is a new prescription.

23 Q. And is there a DEA listed on this?

24 A. Yes. Percocet is a Schedule II.

1 Q. And what was the written date?
2 A. July 10th, 2023.
3 Q. Going forward to Exhibit 15, same format on
4 this one. What's the written date?
5 A. Written date is July 12th, 2023.
6 Q. And what was the drug?
7 A. Alprazolam.
8 Q. What schedule is that?
9 A. It's a Schedule IV.
10 Q. Turning forward to 16 -- got two left --
11 A. Okay.
12 Q. -- what was the written date of this one?
13 A. July 17th, 2023.
14 Q. Was this a new prescription?
15 A. Yes.
16 Q. And what was the drug being administered?
17 A. Fentanyl.
18 Q. And what schedule is that on?
19 A. It's a Schedule II.
20 Q. And, lastly, Exhibit 17, what was the
21 written date on this one?
22 A. July 17th, 2023.
23 Q. And what was it for?
24 A. This is for hydrocodone, acetaminophen.

1 Q. What schedule is that on?

2 A. Schedule II.

3 Q. And that was a new prescription as well?

4 A. Correct.

5 Q. Okay. I'd like to turn forward to Exhibit
6 18. Flip through this long one. It's a bit
7 duplicative of our record, but what is this
8 document?

9 A. This is an accusation filed by the Nevada
10 State Board of Pharmacy.

11 Q. And turning forward to page 120 through
12 121, can you briefly summarize what the alleged
13 violations of the Pharmacy Board statute were?

14 A. Count 1 is a violation of the Federal
15 Controlled Substances Act.

16 Count 2 is a violation of the State
17 Controlled Substances Act.

18 Count 3 is unprofessional conduct.

19 Count 4, also unprofessional conduct.

20 Count 5 is commissions of acts that render
21 registration inconsistent with the public interest.

22 Q. To your knowledge did the Pharmacy Board
23 take action against Dr. Agu for these violations?

24 A. Yes.

1 Q. What did they do?

2 A. I believe his license was revoked.

3 MR. CUMMINGS: Ms. LaRue, I have no more
4 questions for you at this time but I will possibly
5 re-call you as a rebuttal witness.

6 THE WITNESS: Okay.

7 THE HEARING OFFICER: Dr. Agu, do you have
8 any questions for Ms. LaRue?

9 DR. AGU: It's time for me to make any
10 comments?

11 THE HEARING OFFICER: You can ask questions
12 at this time and at the end you can make comments.
13 And then after Mr. Cummings is done with his case,
14 then you can make your case.

15 At this point you can ask her any questions
16 that you want regarding the testimony she has
17 provided.

18 DR. AGU: No. I have no questions.

19 THE HEARING OFFICER: Okay.

20 MR. CUMMINGS: Ms. LaRue, you're released
21 subject-re-call. Thank you for your testimony and
22 time.

23 THE HEARING OFFICER: Do you have any other
24 witnesses?

1 MR. CUMMINGS: I do not. I don't intend on
2 calling Dr. Agu.

3 The IC rests its case on the exhibits and
4 the testimony provided.

5 THE HEARING OFFICER: Okay. Dr. Agu, the
6 IC is done presenting its case. It's not going to
7 call any other witnesses.

8 So at this time this is your chance to
9 present your side of the case. Do you have any
10 witnesses you were going to be calling?

11 DR. AGU: No.

12 THE HEARING OFFICER: I'm sorry. The feed
13 is a little spotty. Did you say "No"?

14 DR. AGU: "No." Yes.

15 THE HEARING OFFICER: Okay. So would you
16 like to testify on your own behalf at this point?

17 DR. AGU: Yes.

18 THE HEARING OFFICER: Okay. So could you
19 please raise your right hand.

20 (Dr. Agu sworn.)

21 THE HEARING OFFICER: Go ahead and tell me
22 what you would like me to hear regarding the charges
23 brought forth in the amended complaint.

24 DR. AGU: Well, the charges about

1 noncompliance with the Board's decision, I thought
2 -- I thought when my license was reinstated
3 August 10th, 2023.

4 MR. CUMMINGS: Is that a question for me,
5 Dr. Agu?

6 DR. AGU: Yes.

7 MR. CUMMINGS: Your license was suspended
8 on July 6th, 2023, and it was very briefly lifted
9 from suspension on August 10th, after which time the
10 IC discovered that your DEA number was being used to
11 prescribe controlled substances, so you were
12 suspended again on September 19th. It's in the
13 docket.

14 DR. AGU: Yeah. The police report stated
15 that I was not aware that my DEA number was being
16 used by some criminal lady who owned a hospice that
17 I had nothing to do with, I didn't know about. And
18 I wasn't medically related to the hospice, so how
19 she got my name and identity to use for the
20 prescriptions, I don't know.

21 I only found out when the pharmacy report
22 started claiming I wrote prescriptions in July. I
23 thought my license was suspended. After my license
24 was suspended, I closed down my practice and it's

1 still closed down up to today.

2 And I never wrote or authorized any of
3 those prescriptions. I don't know the lady who did
4 it. I don't know the hospice who did it. I have no
5 relationship with them and I don't know how they got
6 my information.

7 So the police report -- the report I gave
8 to the police to investigate the matter. I don't
9 know if they investigated it or not. I tried to get
10 in touch with that lady and, of course, she won't
11 talk to me. I tried to get in touch with the
12 pharmacy and, of course, they will not talk to me.

13 I just want to say that I don't have
14 anything to do with those prescriptions and I don't
15 know how it was that they got my information.

16 THE HEARING OFFICER: Okay. So, Dr. Agu,
17 when you're talking about the police report, you've
18 submitted and that's been marked as Exhibit A,
19 Respondent's A. Is that the police report you're
20 referring to?

21 DR. AGU: Yes.

22 THE HEARING OFFICER: Okay. And is there
23 anything in particular on that police report you
24 would like to point out to me?

1 DR. AGU: I don't have anything to do with
2 so-called prescriptions that were written in my name
3 in July and August when my license was still under
4 suspension. I didn't write the prescriptions, I
5 didn't authorize them, I didn't have anything to do
6 with the people who did it.

7 THE HEARING OFFICER: Okay. So that police
8 report has been admitted and I'll note that it's
9 Exhibit Respondent A. Pages one through five are
10 the actual report.

11 And then can you explain for me, Dr. Agu,
12 what the rest of the documents you've submitted are
13 and why they're important for me.

14 DR. AGU: The rest of the documents are
15 connected with the -- with the basic thing that I'm
16 being accused for, which is writing prescriptions
17 while my license was under suspension.

18 THE HEARING OFFICER: I'll read through
19 those documents. But is there anything in
20 particular that you would like me to note about them
21 other than what you just said? Would you like to
22 direct my attention to any specific entries. I will
23 read them, but I just want to give you that
24 opportunity while you're testifying.

1 DR. AGU: No.

2 THE HEARING OFFICER: Okay. Anything
3 further you'd like me to know?

4 DR. AGU: No. Except that I don't have any
5 anything to do with those prescriptions.

6 THE HEARING OFFICER: Okay. So I'm going
7 to -- if that's all you want to tell me at this
8 point, I'm going to ask Mr. Cummings if he has any
9 questions for you.

10 DR. AGU: Okay.

11 THE HEARING OFFICER: Mr. Cummings? Cross?

12 MR. CUMMINGS: I do, yes.

13 EXAMINATION

14 BY MR. CUMMINGS:

15 Q. Good morning, Dr. Agu.

16 A. Good morning.

17 Q. You testified you were unaware of this
18 practice and you had nothing to do with this
19 practice.

20 A. Yes.

21 Q. And that you don't know who this person
22 that is noted here is?

23 A. Yes.

24 Q. Okay. Were you ever the medical director

1 of Care Plus Hospice?

2 A. Yeah. When they told me they sold it to
3 some lady in November 2002.

4 Q. I'm sorry. But when were you the medical
5 director of Care Plus Hospice?

6 A. Before November 2002. When they sold it, I
7 was no longer the medical director. I have -- I
8 never know anything about it anymore.

9 Q. If you turn to page two of the police
10 report, the second paragraph in --

11 A. Yes.

12 Q. -- did you give this police report to the
13 Las Vegas Metropolitan Police Department?

14 A. Yes.

15 Q. So it says in here that "Dr. Agu stated he
16 was the medical director the Care Plus Hospital LLC
17 before it was sold to Darlene Singh on 11/20/22 with
18 a 30-day transition period effective January 23rd,
19 2023. Dr. Agu was no longer affiliated with Care
20 Plus Hospice." You were still medical director up
21 until 2022, correct?

22 A. No -- of -- I was medical director until
23 what?

24 Q. 2022 is what you had told the police

1 department in Las Vegas.

2 A. Yes.

3 Q. That's correct?

4 A. Yes.

5 Q. Okay. And Darlene Singh, is that the woman
6 that purchased Care Plus Hospice?

7 A. Yes. That's supposed to be my rep.

8 Q. And you said you didn't know this person.

9 A. No.

10 Q. Have you ever met her -- Darlene -- you've
11 never met Darlene Singh?

12 A. They said that she came -- there was a day
13 about four or five people came to my office and they
14 said that she was one of the people who came to my
15 office. And that -- but if I see her today, I won't
16 recognize who she is.

17 Q. Do you recall what the address of your
18 office was?

19 A. That was somewhere on Flamingo. I can't
20 recall the exact address now.

21 Q. Was it ever at 7935 West Sahara Avenue?

22 A. West --

23 Q. At 7935 West Sahara Avenue, Number 102?

24 A. No. That was the location of the hospice

1 before it was sold.

2 Q. The hospice that you were the medical
3 director at?

4 A. Yes.

5 Q. So that was the location of your office for
6 a time.

7 A. No, that was not the location of my office.
8 That was the location of the hospice.

9 Q. Which you were the medical director for?

10 A. Yes.

11 Q. Okay. I think we're trying to say the same
12 thing here.

13 Turn to page four. This is the voluntary
14 statement. It's the narrative statement you
15 provided to the Las Vegas Metropolitan Police
16 Department. I'd like to focus in on the last couple
17 lines. It says, "I remember meeting Ms. Singh at my
18 office and was asking me to be her medical director
19 but nothing was signed or agreed upon. Therefore,
20 this is identity theft and fraud."

21 So you said you met her at your office?

22 A. Yes.

23 Q. I'd like to go back to the Board's
24 exhibits. You said your address was on Flamingo

1 Road?

2 A. Yes --

3 Q. So this --

4 A. -- my office.

5 Q. So this script says it was from the
6 Flamingo Road address and written 7/17/23. Do you
7 agree?

8 A. What was written?

9 Q. It was a prescription for hydrocodone
10 acetaminophen.

11 A. It was written on Flamingo Road.

12 Q. He was e-prescribed under your name and
13 your address at 2235 East Flamingo Road, No. 128.

14 A. My office on Flamingo Road was closed.

15 Q. But -- but, Dr. Agu, this prescription was
16 written under your DEA number from your address.

17 A. Who was it for?

18 Q. It was written for -- I won't say the
19 patient's name to respect privacy. But if you look
20 at Exhibit 17, it says their name address and
21 contact information and says it was e-prescribed by
22 you.

23 A. No. Incorrect. That's not possible,
24 because my office was closed.

1 Q. Looking at Exhibit 15, there is a Schedule
2 IV prescription for alprazolam written 7/12/23, and
3 that's at that 7935 West Sahara, Suite 102. That's
4 where Care Plus Hospice was located and that's what
5 you were a medical director of, correct?

6 A. Yes.

7 Q. Are you aware that as a licensee of the
8 Pharmacy Board and holder of a controlled substances
9 number from the DEA that you have to maintain that
10 information as confidential?

11 A. Yes.

12 Q. And you're aware that -- is it reasonable
13 to think that, because you were medical director at
14 this facility, that your information was at that
15 facility?

16 A. I didn't know that.

17 Q. But it's your duty to maintain that
18 information as confidential, correct?

19 A. Yes.

20 Q. So you're responsible for any prescriptions
21 under your license, correct?

22 A. I guess so, yes, but I didn't know about
23 these prescriptions.

24 Q. Dr. Agu, that's all I have for you. I

1 thank you for your time.

2 A. Thank you.

3 THE HEARING OFFICER: So, Dr. Agu, this is
4 your chance to respond to any questions that Mr.
5 Cummings asked you or to provide me with any further
6 information.

7 DR. AGU: Just to say that whatever
8 prescriptions were written that was supposed to be
9 under my name I was not aware of and I did not
10 authorize and it was not prescribed by me.

11 THE HEARING OFFICER: Is there anything
12 else you'd like me to know before I move to
13 closings?

14 DR. AGU: No.

15 THE HEARING OFFICER: Okay. And is there
16 anything you want to say about the other allegations
17 about your untimely compliance and failure to pass
18 the test that was required of you?

19 DR. AGU: That issue was already resolved.
20 We settled that issue by -- on August 10th. It was
21 a settled issue. I guess I was supposed to pay some
22 more fines, you know, which I didn't have time to
23 pay because my license was suspended, but the issue
24 of -- the issue was settled.

1 THE HEARING OFFICER: Okay. So what is
2 your position about having to -- about your failure
3 of the EBAS examination?

4 DR. AGU: It was also settled.

5 THE HEARING OFFICER: Why do you say it was
6 settled?

7 DR. AGU: Because it was settled.

8 THE HEARING OFFICER: I don't know. I
9 wasn't here, so I don't know how it was settled. If
10 you were supposed to take it and you failed, and
11 then you say it was settled, what does that mean?
12 Does that mean you were just supposed to take it and
13 it doesn't matter if you failed or did you take
14 action after?

15 DR. AGU: I wasn't supposed to take it
16 anymore. I was supposed to pay a fine.

17 THE HEARING OFFICER: Okay. So they fined
18 you for failing the test?

19 DR. AGU: They fined me for -- they fined
20 me for failing the test and I wasn't supposed to
21 take the test anymore.

22 THE HEARING OFFICER: Okay.

23 MR. CUMMINGS: I can help clarify.

24 THE HEARING OFFICER: I will get to you,

1 yes.

2 And what about the allegation that you did
3 not complete the CME hours by June 2nd? Are you
4 saying the same thing, that that was addressed by a
5 subsequent fine?

6 DR. AGU: I guess so because my
7 understanding is that the CME was supposed to be
8 done before the close of the license by July --
9 June 30th. But I was a little confused. I was
10 supposed to submit the CME before my registration
11 and the registration was supposed to have closed on
12 June 30th.

13 THE HEARING OFFICER: Anything else you
14 want to tell me about those allegations?

15 DR. AGU: Which one -- which allegation?

16 THE HEARING OFFICER: The allegations about
17 the examination and CME hours.

18 DR. AGU: That's already settled.

19 THE HEARING OFFICER: Okay. Mr. Cummings,
20 can you follow up on that?

21 MR. CUMMINGS: For the record, Dr. Agu did
22 submit his CME course-keeping, just late. It's
23 Exhibit 6 and it was dated June 24 and 25.

24 What Dr. Agu was referring to in the

1 settlement is there was a settlement negotiation and
2 possible offer put forward that he would no longer
3 have to complete the EBAS exam and that he would be
4 disciplined again for violation of the Board order
5 and fined an additional amount of money and be
6 responsible for costs.

7 That was never accepted by the Board
8 because it was never presented to the Board, because
9 in between those negotiations and any deal being
10 closed, it was discovered that Dr. Agu's license had
11 been used to prescribe drugs during the period of
12 suspension. So the IC withdrew any offer of
13 settlement and filed a subsequent first amended
14 complaint and suspension.

15 THE HEARING OFFICER: Dr. Agu, do you
16 understand what Mr. Cummings just represented?

17 DR. AGU: Yes. I'm hearing this for the
18 first time. I thought the matter was already
19 settled.

20 MR. CUMMINGS: In the docketed pleadings
21 you'll find a letter from Dr. Agu's attorney
22 stipulating that he would remain suspended and
23 forego a show-cause hearing for the second
24 suspension order.

1 THE HEARING OFFICER: Dr. Agu, is there
2 anything else that you would like me to know at this
3 time or anything else to present as evidence in your
4 case?

5 DR. AGU: No.

6 THE HEARING OFFICER: Okay. With that, Mr.
7 Cummings, do you want to move to closings?

8 MR. CUMMINGS: Yes.

9 THE HEARING OFFICER: Go ahead.

10 MR. CUMMINGS: On behalf of the IC, I'd
11 like to thank you, again, Ms. Halstead and Madam
12 Court Reporter and Dr. Agu for being here today.

13 As I mentioned in my opening statement,
14 we're here to determine if Dr. Agu violated the
15 Medical Practice Act by failing to comply with the
16 terms of the settlement agreement made enforceable
17 by Board order and, secondly, engaged in conduct
18 which constitutes the practice of medicine while
19 under order of suspension by IC.

20 I will explain how the IC met its burden.
21 You heard at length from Ms. LaRue, the Board's
22 compliance officer for the State Board of Medical
23 Examiners. She explained that specifically with
24 regards to Count 1 she personally corresponded with

1 Dr. Agu, in addition to sending reminder of the
2 dates of completion of the EBAS examination and CME,
3 thereby demonstrating his acknowledgment of the
4 Board order.

5 The EBAS exam scores and CME certificates
6 show noncompliance with the Board order. Dr. Agu
7 not only failed the entire EBAS exam, but received
8 markings well below passing on all five sections
9 designed to test his ability to practice medicine
10 ethically.

11 With respect to Count 2, you saw the PNP
12 and heard testimony from Ms. LaRue that Dr. Agu was
13 still prescribing controlled substances while under
14 suspension from July 6th, 2023, through August 10th,
15 2023. Regardless of how it happened, the fact
16 remains that Dr. Agu's credentials were still being
17 used either by him or someone else on no less than
18 58 prescriptions for controlled substances, all
19 while he was suspended.

20 These exhibits here today along with the
21 testimony given at this hearing support the
22 allegations that Dr. Agu failed to comply with Board
23 orders. On behalf of the Investigative Committee we
24 ask the Board to consider the record presented here

1 today and render the appropriate findings and
2 discipline. Thank you for your time.

3 THE HEARING OFFICER: Thank you.

4 Dr. Agu, this is your chance to make a
5 final statement to me. Would you like to do so?

6 DR. AGU: Just to say that I didn't -- I
7 had nothing to do with the prescriptions, and I
8 thought that the issue of the not pass, or whatever,
9 was already resolved. EBAS.

10 THE HEARING OFFICER: Do you agree you
11 thought it was resolved based upon the settlement
12 agreement that you thought had taken place? Is that
13 what is --

14 DR. AGU: Yes.

15 THE HEARING OFFICER: -- your testimony?

16 DR. AGU: Yes.

17 THE HEARING OFFICER: Okay. Anything
18 further from either party before we conclude the
19 proceedings?

20 MR. CUMMINGS: No.

21 THE HEARING OFFICER: Dr. Agu, anything
22 further from you before we conclude the proceedings?

23 DR. AGU: No.

24 THE HEARING OFFICER: Okay. Well, I

1 appreciate you being here today. I appreciate your
2 time. It's a pleasure to serve as a hearing officer
3 for the Board. And everyone here has given me a lot
4 of information that I appreciate taking under
5 consideration and I will issue findings and
6 recommendations accordingly.

7 Thank you, everyone.

8 (End of proceedings at 9:23 p.m.)
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1 STATE OF NEVADA)
2) ss.
3 COUNTY OF WASHOE)
4

5 I, TINA M. DALPINO, a Certified Court Reporter
6 in and for the states of Nevada and California, do
7 hereby certify:

8 That I was personally present for the purpose
9 of acting as Certified Court Reporter in the matter
10 entitled herein;

11 That said transcript which appears hereinbefore
12 was taken in verbatim stenotype notes by me and
13 thereafter transcribed into typewriting as herein
14 appears to the best of my knowledge, skill, and
15 ability and is a true record thereof.

16
17 DATED: At Reno, Nevada, this 6th day of December
18 2024.

19
20 ___/S/ Tina M. DalPino
21 Tina M. DalPino, CCR #641
22 -o0o-
23
24

4

EXHIBIT 1

EXHIBIT 1

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 22-12518-1

Against:

FILED

AJUMOBİ CHARLES AGU, M.D.,

DEC 02 2022

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

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 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

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

22 7. Respondent understands and agrees that this Agreement, by and between Respondent
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
26 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

a. Respondent admits to Counts I, II, V, VIII: one (1) violation of NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records.

b. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement, the current amount being four thousand five hundred four dollars and thirty-four cents (\$4,504.34).

c. Respondent shall pay a fine of four thousand five hundred dollars and zero cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this Agreement.

d. Respondent shall perform ten (10) hours of Continuing Medical Education (CME) relating to best practices in medical recordkeeping within six (6) months from the date of the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of CME shall be in addition to the CME requirements that are regularly imposed for licensure

e. The Respondent shall submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

18 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
20 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 adjudicating members of the Board.

23 Respondent acknowledges that such contacts and communications may be made or
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
25 meeting where this Agreement is discussed, and that such contacts and communications may
26 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559


1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.


8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
EXAMINERS

LADAH LAW FIRM

10
11 By: 
12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icummings@medboard.nv.gov
18 Attorney for the Investigative Committee

By: Alia Najjar
ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

19 DATED this 14th day of November, 2021.

20 By: 
21 AJUMOB CHARLES AGU, M.D.,
22 Nevada License No. 8857
23 Respondent
24
25
26
27
28

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 895521
(775) 688-2559

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: 

AURY NAGY, M.D.
Board President

EXHIBIT 2

EXHIBIT 2

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Aury Nagy, M.D.
Board President



Edward O. Cousineau, J.D.
Executive Director

December 9, 2022

Ajumobi Agu, M.D.
c/o Alia A. Najjar, M.D., Esq.
517 S. Third Street
Las Vegas, NV 89101

Re: Compliance Case #22-12518-1

Dear Dr. Agu:

On December 2, 2022, the Nevada State Board of Medical Examiners, approved and accepted the Settlement Agreement regarding the complaint filed on Case No. 22-12518-1 finding the following:

- Respondent admits to Counts I, II, V, VIII: one (1) violation of NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records.

As a result, the Board entered its **ORDER** as follows:

- Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within sixty (60) days, the current amount being four thousand five hundred four dollars and thirty-four cents (\$4,504.34);
- Respondent shall pay a fine of four thousand five hundred dollars and zero cents (\$4,500.00) within sixty (60) days;
- Respondent shall perform ten (10) hours of Continuing Medical Education (CME) relating to best practices in medical recordkeeping within six (6) months;
- The Respondent shall submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days;
- Respondent shall receive a Public Letter of Reprimand;
- The remaining counts of the Complaint, and any other claims arising from the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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.

Your compliance with the terms and conditions pertaining to **Administrative Costs and Fines** will be monitored by Donya Jenkins, Chief of Finance and Human Resources. Please contact Ms. Jenkins at (775) 324-9354 for any questions or concerns regarding payment of costs and fines.

Telephone 775-688-2559 • Fax 775-688-2321 • medboard.nv.gov • nsbme@medboard.nv.gov

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.

Payment can be made online at <https://nsbme.us.thentiacloud.net/webs/nsbme/service/#/login>.

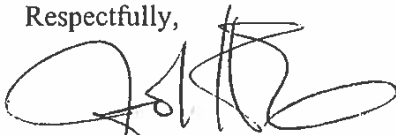
Included in the Order are mandatory actions that you must fulfill some of which include:

- 1.) The costs in the amount of \$4,504.34 are due by January 31, 2023.
- 2.) The fine in the amount of \$4,500 is due by January 31, 2023.
- 3.) The 10 hours of CME relating to best practices in medical recordkeeping must be completed by June 2, 2023. 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 Ethics and Boundaries Assessment Services (EBAS) examination must be completed by January 31, 2023.

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 jlalrue@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
Deputy Chief of Investigations/Compliance Officer
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, NV 89521
(775) 324-9377

EXHIBIT 3

EXHIBIT 3

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Aury Nagy, M.D.
Board President



Edward O. Cousineau, J.D.
Executive Director

December 15, 2022

Ajumobi Charles Agu, M.D.
c/o Alia Najjar, Esq.
Ladah Law Firm
517 South Third Street
Las Vegas, NV 89101

**Re: In the Matter of Charges and Complaint Against Ajumobi Charles Agu, M.D.
BME Case No. 22-12518-1**

Dr. Agu:

On December 2, 2022, the Nevada State Board of Medical Examiners (Board) accepted the Settlement Agreement (Agreement) between you and the Board's Investigative Committee in relation to the formal Complaint filed against you in the aforementioned case.

In accordance with its acceptance of the Agreement, the Board entered an Order finding you violated Count I, violation of NRS 630.301(4), Malpractice; and Counts II, V, and VIII violation of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records. For this, you shall be publicly reprimanded. Additionally, you shall pay a fine of four thousand five hundred dollars (\$4,500) as well as the Board's fees and costs incurred in the investigation and prosecution of this matter. Further, you shall take ten (10) hours of continuing medical education (CME) relating to best practices in medical recordkeeping, in addition to any regular CME hours imposed upon you as a condition of licensure in the State of Nevada. Further, you shall submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board approval of this agreement and to be paid at your expense.

Accordingly, it is my unpleasant duty as President of the Board to formally and publicly reprimand you for your conduct which has brought professional disrespect upon you and which reflects unfavorably upon the medical profession as a whole.

Sincerely,

A handwritten signature in black ink, appearing to read "Aury Nagy", is written over a horizontal line.

Aury Nagy, M.D., President
Nevada State Board of Medical Examiners

AN/SAB/mb

EXHIBIT 4

EXHIBIT 4

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Aury Nagy, M.D.
Board President

Edward O. Cousineau, J.D.
Executive Director



REMINDER

April 21, 2023

Ajumobi Agu, M.D
c/o Alia A. Najjar, M.D., Esq.
517 S. Third Street
Las Vegas, NV 89101

Dear Dr. Agu:

On December 2, 2023, the Nevada State Board of Medical Examiners, approved and accepted the Settlement Agreement regarding the complaint filed on Case No. 22-12518-1 finding the following:

- Respondent admits to Counts I, II, V, VIII: one (1) violation of NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records.

As a result of your stipulated settlement and the approval thereof by the Board, the Board entered its **ORDER** as follows:

- Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within sixty (60) days, the current amount being four thousand five hundred four dollars and thirty-four cents (\$4,504.34); **PAID IN FULL 1/31/2023.**
- Respondent shall pay a fine of four thousand five hundred dollars and zero cents (\$4,500.00) within sixty (60) days; **PAID IN FULL 1/31/2023.**
- Respondent shall perform ten (10) hours of Continuing Medical Education (CME) relating to best practices in medical recordkeeping within six (6) months; **DUE JUNE 2, 2023.**
- The Respondent shall submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days; **ENROLLED APRIL 25, 2023.**
- Respondent shall receive a Public Letter of Reprimand;
- The remaining counts of the Complaint, and any other claims arising from the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

Respectfully,



Johnna S. LaRue, CMBI
Compliance Officer/Deputy Chief of Investigations
Nevada State Board of Medical Examiners

EXHIBIT 5

EXHIBIT 5



5/17/2023

Johnna S. LaRue, CMBI
Deputy Chief of Investigations
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, NV 89521
RE: Agu

Johnna,

Enclosed, please find the Ethics and Boundaries Assessment Services (EBAS) Score Report for Ajumobi Agu. The final scores are based on average scores obtained from independent, trained graders, none of which are from your state.

The maximum score possible for each essay is 16, and a passing score is 12 and above.

Thank you,

Ethics and Boundaries Assessment Services, LLC
Phone: 1-888-676-3227

Ethics and Boundaries
Assessment Services LLC

901 54th Avenue • Greeley, CO 80634
P 970.775.3729 W ebas.org

Ethics and Boundaries Assessment Services

Score Report

Name: Ajumobi Agu

Exam Date: 2023-04-25

Agency: Nevada State Board of Medical Examiners

DOB: 11/04/1958

	Boundary Violations	Fraud	Professional Standards	Substance Abuse	Unprofessional Conduct
Score	*7	*9	*7	*9	*8
Introductory Opinion Statements	2.4	2.4	2.2	2.4	2.8
Consequences	0	1.8	1.4	2	1.8
Solutions	2	2.2	1.6	2.2	1.8
Public Protection	2.2	2.2	1.8	2.2	1.6

Please note:

*Indicates a failing score.



901 54th Avenue
Greeley CO 80634
888 676 3227 - Phone
www.EBAS.org

EXHIBIT 6

EXHIBIT 6



The University of California, Irvine School of Medicine certifies that

Ajumobi Agu, MD

has participated in the live activity titled

PBI Medical Record Keeping Course -

on

June 24-25, 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.*

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

EXHIBIT 7

EXHIBIT 7

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

3 * * * * *

4
5
6 **In The Matter of Charges and Complaint**

Case No: 22-12518-1

7 **Against:**

FILED

8 **AJUMOBI CHARLES AGU, M.D.,**

JAN - 3 2023

9 **Respondent.**

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: 

10
11 **PROOF OF SERVICE**

12 Settlement Agreement
13 Public Reprimand
14 Compliance Letter
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27 9171 9690 0935 0254 7643 11
28



December 23, 2022

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 0254 7643 11.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	December 19, 2022, 11:08 am
Location:	LAS VEGAS, NV 89101
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:	LWP LYDAK
Address of Recipient:	517 3rd

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

EXHIBIT 8

EXHIBIT 8

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.

EXHIBIT 9

EXHIBIT 9

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.

EXHIBIT 10

EXHIBIT 10

MEDICAL RECORDS

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EXHIBIT 11

EXHIBIT 11

MEDICAL RECORDS

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EXHIBIT 12

EXHIBIT 12

MEDICAL RECORDS

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EXHIBIT 13

EXHIBIT 13

MEDICAL RECORDS

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EXHIBIT 14

EXHIBIT 14

MEDICAL RECORDS

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EXHIBIT 15

EXHIBIT 15

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.

EXHIBIT 16

EXHIBIT 16

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.

EXHIBIT 17

EXHIBIT 17

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.

EXHIBIT 18

EXHIBIT 18



BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY,

Petitioner,

v.

**AJUMOBI CHARLES AGU, MD,
Certificate of Registration No. CS21324,**

Respondent.

CASE NO. 22-535-CS-S

**NOTICE OF INTENDED ACTION
AND ACCUSATION**

J. David Wuest, in his official capacity as Executive Secretary of the Nevada State Board of Pharmacy, makes the following that will serve as both a notice of intended action under NRS 233B.127(3) and as an accusation under NRS 622A.300 and NRS 639.241.

JURISDICTION

1. The Nevada State Board of Pharmacy (Board) has jurisdiction over this matter because, at the time of the events alleged herein, Respondent Ajumobi Charles Agu, MD, held a Nevada controlled substance registration, Certificate of Registration No. CS21324, issued by the Board.

FACTUAL ALLEGATIONS

2. On or about June 30, 2023, the Nevada State Board of Medical Examiners (NSBME) entered an order in Case No. 23-12518-1, summarily suspending Respondent's NSBME License No. 8857 to practice medicine for violating prior NSBME disciplinary orders resulting from violations of NRS Chapter 630 related to prescribing controlled substances.

3. On or about July 14, 2023, Board staff served Respondent with notice that the suspension of his NSBME License No. 8857 operated as an immediate suspension of his Certificate of Registration No. CS21324 with the Board pursuant to NRS 639.2107, and that

Respondent must immediately cease and desist possessing, administering and/or prescribing controlled substances for Nevada patients.

4. Respondent issued multiple prescriptions for controlled substances after the suspension of his Certificate of Registration No. CS21324.

5. On or about August 10, 2023, the NSBME entered an order in Case No. 23-12518-1, lifting the summary suspension of Respondent's NSBME License No. 8857 to practice medicine; however, Respondent has failed to petition the Board for reinstatement of his Certificate of Registration No. CS21324 pursuant to NRS 639.2565.

APPLICABLE LAW

6. A practitioner must hold a license to practice his or her profession in this State and be registered with both the DEA and the Board to possess, administer, prescribe and/or otherwise dispense any controlled substance. 21 U.S.C. § 822(a)(2); 21 U.S.C. § 823(f); 21 CFR § 1306.03(a)(1); NRS 453.226(1); NRS 453.321(1)(a); NRS 639.100(1); NRS 639.235(1).

7. Falsely representing oneself as a practitioner entitled to write prescriptions in this state is a felony offense. 21 U.S.C. § 841(a); 21 U.S.C. § 842(a); NRS 453.321(1)(a); NRS 453.232; NRS 639.2813(1).

8. Performing any duties as the holder of a controlled substance registration in an incompetent, unskillful or negligent manner constitutes unprofessional conduct or conduct contrary to the public interest pursuant to NAC 639.945(1)(i) and is grounds for suspension or revocation of any license or registration issued by the Board. NRS 639.210(4).

9. Performing any act, task or operation for which licensure, certification or registration is required without the required license, certificate or registration constitutes unprofessional conduct and conduct contrary to the public interest pursuant to NAC 639.945(1)(k) and is grounds for suspension or revocation of any license or registration issued by the Board. NRS 453.236(1) and NRS 639.210(4).

10. The Board may suspend or revoke a registration to prescribe a controlled substance upon a finding that the registrant has committed an act that would render registration inconsistent with the public interest as determined pursuant to NRS 453.231. NRS 453.236(1)(e) and NRS 453.241(1).

11. The surrender, revocation or a suspension that has not been stayed of any certificate, license or registration of a practitioner, as defined in NRS 453.126, NRS 454.00958 or NRS 639.0125, by a licensing board or the Drug Enforcement Administration operates as an immediate suspension of a certificate, license, registration or permit issued by the Board pursuant to NRS chapters 453, 454 or 639 to possess, administer, prescribe or dispense drugs. NRS 639.2107.

12. The pre-hearing suspension of any certificate, license or registration of a practitioner pursuant to NRS 233B.127(3), NRS 453.241(3) and/or NRS 639.2107 is subject to review by the Board. *Barry v. Barchi*, 443 U.S. 55, 99 S. Ct. 2642 (1979); *Spiegel v. Ryan*, 946 F.2d 1435, 1439 (9th Cir. 1991).

COUNT ONE

Violations of Federal Controlled Substances Act

13. By issuing controlled substance prescriptions after the suspension of his Certificate of Registration No. CS21324, Respondent falsely represented himself as a practitioner entitled to write prescriptions in this state and violated, attempted to violate, assisted or abetted in the violation of or conspired to violate 21 U.S.C. § 822(a)(2), 21 U.S.C. § 823(f), 21 U.S.C. § 841(a), 21 U.S.C. § 842(a) and/or 21 CFR § 1306.03(a)(1), and is subject to discipline pursuant to NRS 453.236(1), NRS 453.241(1) and/or NRS 639.210(11).

COUNT TWO

Violations of State Controlled Substances Act

14. By issuing controlled substance prescriptions after the suspension of his Certificate of Registration No. CS21324, Respondent falsely represented himself as a

practitioner entitled to write prescriptions in this state and violated, attempted to violate, assisted or abetted in the violation of or conspired to violate NRS 453.226(1), NRS 453.232, NRS 453.321(1)(a), NRS 639.100(1), NRS 639.235(1) and/or NRS 639.2813(1), and is subject to discipline pursuant to NRS 453.236(1), NRS 453.241(1) and/or NRS 639.210(12).

COUNT THREE

Unprofessional Conduct – Incompetent, Unskillful or Negligent Performance of Duties

15. By violating NRS Chapter 630 as detailed in the NSBME's orders in Case No. 23-12518-1, and by issuing controlled substance prescriptions after the suspension of his Certificate of Registration No. CS21324, Respondent has performed his duties as the holder of a Nevada controlled substance registration in an incompetent, unskillful or negligent manner and engaged in unprofessional conduct as defined in NAC 639.945(1)(i) and is subject to discipline pursuant to NRS 453.236(1) and NRS 639.210(4).

COUNT FOUR

Unprofessional Conduct – Prescribing on Suspended Registration

16. By issuing controlled substance prescriptions after the suspension of his Certificate of Registration No. CS21324, Respondent engaged in unprofessional conduct and conduct contrary to the public interest as defined in NAC 639.945(1)(k) and is subject to discipline pursuant to NRS 453.236(1)(e), NRS 453.241(1) and/or NRS 639.210(4).

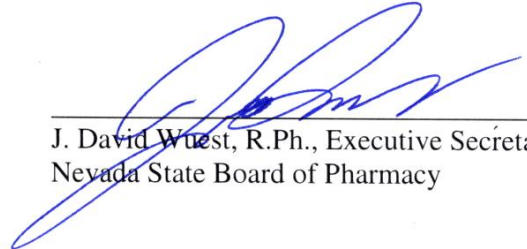
COUNT FIVE

Commission of Acts that Render Registration Inconsistent with the Public Interest

17. By violating NRS Chapter 630 as detailed in the NSBME's orders in Case No. 23-12518-1, and by issuing controlled substance prescriptions after the suspension of his Certificate of Registration No. CS21324, Respondent has committed acts that render his registration inconsistent with the public interest and is subject to discipline pursuant to NRS 453.236(1) and NRS 453.241(1).

WHEREFORE it is requested that the Nevada State Board of Pharmacy take appropriate disciplinary action with respect to the certificate of registration of this respondent.

DATED this 16th day of SEPTEMBER 2023.



J. David Wuest, R.Ph., Executive Secretary
Nevada State Board of Pharmacy

NOTICE TO RESPONDENT

You have the right to show the Nevada State Board of Pharmacy that your conduct, as alleged above, complies with all lawful requirements. NRS 233B.127(3). You have the right to a hearing before the Board to answer the Notice of Intended Action and Accusation and present evidence and argument on all issues involved, either personally or through counsel. NRS 233B.121; NRS 233B.127(3); NRS 622A.300(1) and (3). The hearing shall be conducted pursuant to NRS 639.241 through NRS 639.258. To be entitled to a hearing, you must complete and file two (2) copies of the Answer and Notice of Defense served herewith, to be received by the Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521, within twenty (20) days of your receipt of this Notice of Intended Action and Accusation. NRS 622A.320; NRS 639.243. Your failure to timely file an Answer and Notice of Defense constitutes an admission of the charges and waiver of the right to a hearing. NRS 639.244. If you fail to appear at the hearing and the Board finds that you were given sufficient legal notice of the hearing, the Board may accept the allegations as true and may proceed to consider the case and render a decision. NRS 622A.350. A regulatory body may recover from a person reasonable attorney's fees and costs that are incurred by the regulatory body as a part of its investigative, administrative, and disciplinary proceedings against the person if the regulatory body finds that the person has violated any provision of this title. NRS 622.400(1).

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY,

Petitioner,

v.

AJUMOBİ CHARLES AGU, MD,
Certificate of Registration No. CS21324,

Respondent.

CASE NO. 22-535-CS-S

STATEMENT TO THE
RESPONDENT AND
NOTICE OF HEARING

TO THE RESPONDENT ABOVE-NAMED: PLEASE TAKE NOTICE THAT:

1. Pursuant to the authority and jurisdiction conferred upon the Nevada State Board of Pharmacy ("Board") by NRS 639.241 to NRS 639.2576, inclusive, and NRS chapter 233B and 622A, a Notice of Intended Action and Accusation ("Accusation") has been filed with the Board by the Petitioner, J. David Wuest, Executive Secretary for the Board, alleging grounds for imposition of disciplinary action by the Board against you.

2. **A hearing on the Accusation filed against you has been scheduled before the Board for Wednesday, December 6, 2023, at 9:00 AM PST, or soon thereafter at the following location:**

**Hilton Garden Inn Las Vegas Strip South
7830 Las Vegas Blvd
Las Vegas, NV 89123**

3. At the hearing, you have the right to show the Nevada State Board of Pharmacy that your conduct, as alleged above, complies with all lawful requirements. NRS 233B.127(3). At the hearing, you are entitled to present argument and evidence including witness testimony on all issues involved, either personally or through counsel. NRS 233B.121; NRS 233B.127(3); NRS 622A.300(1) and (3); NRS 639.241; NRS 639.246. To do so, you must complete, and file two (2) copies of the Answer and Notice of Defense served herewith, within twenty (20) days of your receipt of this Statement and Notice, and the Accusation. NRS 622A.320; NRS 639.243.

You may file your answer electronically by emailing a copy of your Answer and Notice of Defense to the Board's coordinating staff and its prosecuting attorney at the email addresses below:

TeamBC@Pharmacy.nv.gov

and

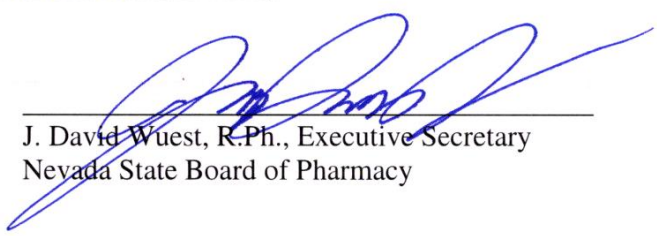
bkandt@pharmacy.nv.gov

Alternatively, you may file your Answer and Notice of Defense by mailing two (2) copies to Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521. Upon receipt of your Answer and Notice of Defense, a file stamped copy will be returned to you.

4. Pursuant to NRS 241.033 and 241.034, please be advised that the hearing is a public meeting, and the Board may, without further notice, take administrative action against you if the Board determines that such administrative action is warranted after considering your character, alleged misconduct, professional competence, or physical or mental health. The Board at its discretion may go into closed session to consider your character, alleged misconduct, professional competence, or physical or mental health. You may attend any closed session, have an attorney or other representative of your choosing present during any closed session, and present written evidence, provide testimony, and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health during any closed session.

5. Your failure to timely file an Answer and Notice of Defense constitutes an admission of the charges and waiver of the right to a hearing. NRS 639.244. If you fail to appear at the hearing and the Board finds that you were given sufficient legal notice of the hearing, the Board may accept the allegations as true and may proceed to consider the case and render a decision. NRS 622A.350.

DATED this 16th day of SEPTEMBER, 2023.



J. David Wuest, R.Ph., Executive Secretary
Nevada State Board of Pharmacy

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY,

Petitioner,

v.

**AJUMOBI CHARLES AGU, MD,
Certificate of Registration No. CS21324,**

Respondent.

CASE NO. 22-535-CS-S

**ANSWER AND NOTICE
OF DEFENSE**

Respondent above named, in answer to the Notice of Intended Action and Accusation filed in the above-entitled matter before the Nevada State Board of Pharmacy, declares:

1. That his/her objection to the Notice of Intended Action and Accusation as being incomplete or failing to state clearly the charges against him/her, is hereby interposed on the following grounds: (State specific objections or insert "none").

2. That, in answer to the Notice of Intended Action and Accusation, he/she admits, denies and alleges as follows:

I hereby declare, under penalty of perjury, that the foregoing Answer and Notice of Defense, and all facts therein stated, are true and correct to the best of my knowledge.

DATED this _____ day of _____, 2023.

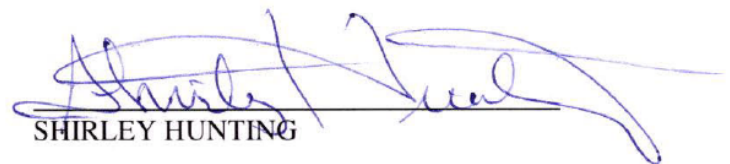
AJUMOBİ CHARLES AGU, MD

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada State Board of Pharmacy, and that on this 19th day of September 2023, I served a true and correct copy of the foregoing document by Certified U.S. Mail and Standard U.S. Mail to the following:

Ajumobi Charles Agu, MD
[REDACTED] Faraway St.
Henderson, NV 89074

Ajumobi Charles Agu, MD
[REDACTED] East Flamingo Suite [REDACTED]
Las Vegas, NV 89119


SHIRLEY HUNTING

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

JUN 30 2023

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 Ajumobi Charles Agu, 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 and Order he entered into with the IC on November 15, 2022, approved by the Board on December 2, 2022.

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. 8857). The Board issued his license on November 23, 1998.
2. On November 15, 2022, Respondent entered into a Settlement Agreement with the IC and the Board approved the agreement on December 2, 2022. 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., Carl N. Williams, Jr., M.D., FACS, and Col. Eric D. Wade, USAF (Ret.).

3. Per the terms of the Settlement Agreement, Respondent was to submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of the Board's acceptance, adoption, and approval of the Agreement. The Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of the terms on or before January 31, 2023.

4. Additionally, per the Settlement Agreement, Respondent was to perform ten (10) hours of Continuing Medical Education relating to best practices in medical record keeping within six (6) months from the date of the Board's acceptance, adoption, and approval of the Settlement Agreement. The Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of ten (10) hours of Continuing Medical Education to be completed by June 2, 2023.

5. Pursuant to the Settlement Agreement and Order, Respondent agreed that should Respondent fail to comply with any of the terms or conditions of the Agreement, once the Agreement had been accepted, approved, and adopted by the Board, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in the State of Nevada pending an Order to Show Cause Hearing, which is hereby duly noticed.

6. Respondent registered for the EBAS examination on March 14, 2023, for an April 25, 2023, exam date.

7. On May 17, 2023, Board staff received notice from Ethics and Boundaries Assessment Services that the Respondent failed all five sections of the EBAS examination which took place on April 25, 2023.

8. On June 28, 2023, Respondent furnished a certificate of completion for the aforementioned hours of Continuing Medical Education with a completion date of June 26, 2023, twenty-four (24) days past the deadline stated in the Settlement Agreement and Order.

9. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in NRS 630.2672, knowingly or willfully failing to comply with: (a) [a] regulation, subpoena or order of the Board or a committee designated by the Board to investigate a complaint against a physician, constitutes grounds for initiating disciplinary action.

10. Based on the foregoing, the IC finds that Respondent, Ajumobi Charles Agu, M.D., has willfully and/or knowingly violated his Settlement Agreement and Board Order and is immediately suspended from the practice of medicine in the State of Nevada. See NRS 630.326(1); see also BME Case No. 22-12518-1 Settlement Agreement and Order attached hereto as Exhibit 1.

ORDER

IT IS HEREBY ORDERED that the license to practice medicine issued to Ajumobi Charles Agu, M.D. (No. 8857) by the State of Nevada Board of Medical Examiners is immediately **SUSPENDED** until further order of the IC or Board, and Respondent is prohibited from engaging in any acts that constitute the practice of medicine pursuant to NRS 630.020; and

IT IS FURTHER ORDERED that a hearing on this matter is set for the **27th day of July, 2023, at 2:00 p.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 30th day of June, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:


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

Case No. 22-12518-1

Against:

FILED

AJUMOBI CHARLES AGU, M.D.,

DEC 02 2022

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

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 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

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

22 7. Respondent understands and agrees that this Agreement, by and between Respondent
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
26 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

a. Respondent admits to Counts I, II, V, VIII: one (1) violation of NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records.

b. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement, the current amount being four thousand five hundred four dollars and thirty-four cents (\$4,504.34).

c. Respondent shall pay a fine of four thousand five hundred dollars and zero cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this Agreement.

d. Respondent shall perform ten (10) hours of Continuing Medical Education (CME) relating to best practices in medical recordkeeping within six (6) months from the date of the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of CME shall be in addition to the CME requirements that are regularly imposed for licensure

e. The Respondent shall submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

18 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
20 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 adjudicating members of the Board.

23 Respondent acknowledges that such contacts and communications may be made or
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
25 meeting where this Agreement is discussed, and that such contacts and communications may
26 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559


1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.


8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
EXAMINERS

LADAH LAW FIRM

10
11 By: 
12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icummings@medboard.nv.gov
18 Attorney for the Investigative Committee

By: Alia Najjar
ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

17 DATED this 14th day of November, 2021.

18
19 By: 
20 AJUMOB CHARLES AGU, M.D.,
21 Nevada License No. 8857
22 Respondent
23
24
25
26
27
28

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 895521
(775) 688-2559

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: 

AURY NAGY, M.D.
Board President

STEVE SISOLAK
Governor



HELEN PARK
President

J. DAVID WUEST
Executive Secretary

STATE OF NEVADA
BOARD OF PHARMACY

985 Damonte Ranch Pkwy, Ste 206
Reno, NV 89521

July 14, 2023

VIA CERTIFIED U.S. MAIL AND ELECTRONIC MAIL TO:

████████████████████

Ajumobi Charges Agu, MD
██████ East Flamingo Suite ██████
Las Vegas, NV 89119

Re: Suspension of Registration No. CS21324 (Case No. 22-535-CS-S)

Dear Dr. Agu:

The Nevada State Board of Pharmacy (Board) has been notified by the Nevada State Board of Medical Examiners (NSBME) that your NSBME License No. 8857 to practice medicine in Nevada has been suspended in NSBME Case No. 23-12518-1.

Please be advised that pursuant to NRS 639.2107 the suspension of your NSBME License No. 8857 operates as an immediate suspension of your Certificate of Registration No. CS21324 with the Board. You may not possess (except pursuant to the lawful order of a practitioner), administer, prescribe or dispense a controlled substance until you petition the Board for reinstatement pursuant to NRS 639.2565 and the Board reinstates your certificate of registration. Your PMP account is also suspended pursuant to NAC 453.078.

You may request a hearing before the Board to contest the suspension of your registration by submitting a written request to the Board's Reno office, located at 985 Damonte Ranch Parkway – Suite 206, Reno, NV 89521.

Please be aware that the forgoing does not preclude a formal investigation or filing of an accusation pursuant to NRS 639.241. If you have any questions, please do not hesitate to contact me at 775-850-1440 or bkandt@pharmacy.nv.gov.

Best regards,

A handwritten signature in blue ink, appearing to read "Brett Kandt".

Brett Kandt
General Counsel
Nevada State Board of Pharmacy

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

FILED

AJUMOBİ CHARLES AGU, M.D.,

AUG 10 2023

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

ORDER LIFTING SUMMARY SUSPENSION

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners having reviewed materials presented at the July 27, 2023 summary suspension hearing of Ajumobi Charles Agu, M.D (Dr. Agu) have concluded that Dr. Agu poses no imminent risk of harm to the health, safety, and welfare of the public or any patient. Accordingly, the IC hereby lifts the summary suspension of Dr. Agu's license to practice medicine in the State of Nevada and the license shall be Active effective the date of this Order.

IT IS SO ORDERED.

DATED this 10th day of August, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



BRET W. FREY, M.D.

Chairman of the Investigative Committee

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBİ CHARLES AGU, M.D.,

Respondent.

FILED

SEP 19 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: W. M. Hall

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 Ajumobi Charles Agu, 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 the previous Order of Suspension of his license to practice medicine, served on July 6, 2023.

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. 8857). The Board issued his license on November 23, 1998.

2. On November 15, 2022, Respondent entered into a Settlement Agreement (Agreement) with the IC and the Board approved the Agreement on December 2, 2022. *See Exhibit 1* (Settlement Agreement and Order).

3. Per the terms of the Agreement, Respondent was to submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60)

¹ The Investigative Committee of the Nevada State Board of Medical Examiners is composed of Board members Bret W. Frey, M.D., Carl N. Williams, Jr., M.D., FACS, and Col. Eric D. Wade, USAF (Ret.).

1 days of the Board's acceptance, adoption, and approval of the Agreement. The Agreement was
2 accepted, adopted, approved, and subsequently filed on December 2, 2022, requiring Respondent
3 to complete the terms of the Agreement on or before January 31, 2023.

4 4. Additionally, per the Agreement, Respondent was to perform ten (10) hours of
5 Continuing Medical Education (CME) related to the best practices in medical record keeping
6 within six (6) months from the date of the Board's acceptance, adoption, and approval of the
7 Agreement or June 2, 2023.

8 5. Pursuant to the Agreement and Order, Respondent acceded, that should he fail to
9 comply with any of the terms or conditions of the Agreement, once the Agreement had been
10 accepted, approved, and adopted by the Board, the IC would be authorized to immediately
11 suspend Respondent's license to practice medicine in the State of Nevada pending an Order to
12 Show Cause hearing, which is hereby duly noticed.

13 6. Respondent registered for the EBAS examination on March 14, 2023, for an
14 April 25, 2023, exam date.

15 7. On May 17, 2023, Board staff received notice from Ethics and Boundaries
16 Assessment Services that the Respondent failed all five (5) sections of the EBAS examination on
17 April 25, 2023.

18 8. On June 28, 2023, Respondent furnished a certificate of completion for the
19 aforementioned hours of CME with a completion date of June 26, 2023, twenty-four (24) days
20 past the deadline stated in the Agreement and Order.

21 9. On June 30, 2023, the IC issued the Respondent an Order of Suspension, which
22 stated unequivocally that the Respondent was prohibited from engaging in any acts that constitute
23 the practice of medicine pursuant to NRS 630.020. See **Exhibit 2** (Order of Suspension and Notice
24 of Hearing, filed June 30, 2023).

25 10. On July 6, 2023, Respondent was served with aforementioned Order of
26 Suspension.

27 ///

28 ///

1 11. An Order to Show Cause Hearing was conducted on July 27, 2023, which was
2 attended by Respondent and Counsel for the IC where it was found that the IC had met its burden
3 of proof to maintain the suspension of Respondent's license to practice medicine.

4 12. After consideration of the testimony provided at the Order to Show Cause hearing
5 on August 10, 2023, the IC elected to lift the suspension of Respondent's license.

6 13. On or about August 29, 2023, a prescriber activity report from the Nevada State
7 Board of Pharmacy was retrieved that indicated that Respondent was, in fact, practicing medicine
8 while his license was suspended.

9 14. Despite Respondent's prohibition from the practice of medicine during the period
10 of his suspension from July 6, 2023, through August 10, 2023, Respondent continued to engage in
11 the practice of medicine without an active Nevada medical license, in violation of the IC's Order
12 of Suspension by writing no less than fifty-eight (58) prescriptions for controlled substances.

13 15. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in
14 NRS 630.2672, knowingly or willfully failing to comply with:

15 (a) [a] regulation, subpoena or order of the Board or a committee
16 designated by the Board to investigate a complaint against a
17 physician, constitutes grounds for initiating disciplinary action.

18 16. Based on the foregoing, the IC finds that Respondent, Ajumobi Charles Agu, M.D.,
19 has willfully and/or knowingly violated his Settlement Agreement and Order adopted and issued
20 on December 2, 2022, and then willfully and/or knowingly violated the June 30, 2023, Order of
21 Suspension to which Respondent was immediately suspended from the practice of medicine in the
22 State of Nevada. See NRS 630.326(1); BME Case No. 22-12518-1, Settlement Agreement and
23 Order attached hereto as **Exhibit 1**; Order of Suspension and Notice of Hearing attached hereto as
24 **Exhibit 2**.

25 **ORDER**

26 **IT IS HEREBY ORDERED** that the license to practice medicine issued to
27 Ajumobi Charles Agu, M.D. (No. 8857) by the State of Nevada Board of Medical Examiners is
28 again immediately **SUSPENDED** until further order of the IC or Board, and **Respondent is**

1 prohibited from engaging in any acts that constitute the practice of medicine pursuant to
2 NRS 630.020; (emphasis added); and

3 IT IS FURTHER ORDERED that a hearing on this matter is set for the 19th day of
4 October, 2023, at 2:00 p.m., at the Board's office located at 9600 Gateway Drive, Reno, Nevada
5 89521, to determine whether this suspension may continue, unless the parties mutually agree in
6 writing to a different date and/or time. See NRS 630.326(2).

7 DATED this 19th day of September, 2023.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL EXAMINERS

10 By:

11 
BRET W. FREY, M.D.

12 *Chairman of the Investigative Committee*
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EXHIBIT 1

EXHIBIT 1

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 22-12518-1

Against:

FILED

AJUMOBİ CHARLES AGU, M.D.,

DEC 02 2022

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

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 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

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

22 7. Respondent understands and agrees that this Agreement, by and between Respondent
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
26 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

12 a. Respondent admits to Counts I, II, V, VIII: one (1) violation of
13 NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain
14 Proper Medical Records.

15 b. Respondent will pay the costs and expenses incurred in the investigation
16 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
17 adoption and approval of this Agreement, the current amount being four thousand five hundred
18 four dollars and thirty-four cents (\$4,504.34).

19 c. Respondent shall pay a fine of four thousand five hundred dollars and zero
20 cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this
21 Agreement.

22 d. Respondent shall perform ten (10) hours of Continuing Medical Education
23 (CME) relating to best practices in medical recordkeeping within six (6) months from the date of
24 the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of
25 CME shall be in addition to the CME requirements that are regularly imposed for licensure

26 e. The Respondent shall submit to and pass all five (5) sections of the Ethics
27 and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board
28 approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

18 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
20 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 adjudicating members of the Board.

23 Respondent acknowledges that such contacts and communications may be made or
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
25 meeting where this Agreement is discussed, and that such contacts and communications may
26 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
10 EXAMINERS

LADAH LAW FIRM

11 By: 

12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icummings@medboard.nv.gov
18 Attorney for the Investigative Committee

By: 

ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

19 DATED this 14th day of November, 2021.

20 By: 

21 AJUMOB I CHARLES AGU, M.D.,
22 Nevada License No. 8857
23 Respondent
24
25
26
27
28

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

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: _____

AURY NAGY, M.D.
Board President

EXHIBIT 2

EXHIBIT 2

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

FILED

AJUMOBI CHARLES AGU, M.D.,

JUN 30 2023

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 Ajumobi Charles Agu, 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 and Order he entered into with the IC on November 15, 2022, approved by the Board on December 2, 2022.

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. 8857). The Board issued his license on November 23, 1998.

2. On November 15, 2022, Respondent entered into a Settlement Agreement with the IC and the Board approved the agreement on December 2, 2022. *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., Carl N. Williams, Jr., M.D., FACS, and Col. Eric D. Wade, USAF (Ret.).

1 3. Per the terms of the Settlement Agreement, Respondent was to submit to and pass
2 all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination
3 within sixty (60) days of the Board's acceptance, adoption, and approval of the Agreement. The
4 Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of
5 the terms on or before January 31, 2023.

6 4. Additionally, per the Settlement Agreement, Respondent was to perform ten (10)
7 hours of Continuing Medical Education relating to best practices in medical record keeping within
8 six (6) months from the date of the Board's acceptance, adoption, and approval of the Settlement
9 Agreement. The Settlement Agreement was approved and adopted on December 2, 2022,
10 requiring completion of ten (10) hours of Continuing Medical Education to be completed by
11 June 2, 2023.

12 5. Pursuant to the Settlement Agreement and Order, Respondent agreed that should
13 Respondent fail to comply with any of the terms or conditions of the Agreement, once the
14 Agreement had been accepted, approved, and adopted by the Board, the IC shall be authorized to
15 immediately suspend Respondent's license to practice medicine in the State of Nevada pending an
16 Order to Show Cause Hearing, which is hereby duly noticed.

17 6. Respondent registered for the EBAS examination on March 14, 2023, for an
18 April 25, 2023, exam date.

19 7. On May 17, 2023, Board staff received notice from Ethics and Boundaries
20 Assessment Services that the Respondent failed all five sections of the EBAS examination which
21 took place on April 25, 2023.

22 8. On June 28, 2023, Respondent furnished a certificate of completion for the
23 aforementioned hours of Continuing Medical Education with a completion date of June 26, 2023,
24 twenty-four (24) days past the deadline stated in the Settlement Agreement and Order.

25 9. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in
26 NRS 630.2672, knowingly or willfully failing to comply with: (a) [a] regulation, subpoena or
27 order of the Board or a committee designated by the Board to investigate a complaint against a
28 physician, constitutes grounds for initiating disciplinary action.

1 10. Based on the foregoing, the IC finds that Respondent, Ajumobi Charles Agu, M.D.,
2 has willfully and/or knowingly violated his Settlement Agreement and Board Order and is
3 immediately suspended from the practice of medicine in the State of Nevada. See
4 NRS 630.326(1); see also BME Case No. 22-12518-1 Settlement Agreement and Order attached
5 hereto as Exhibit 1.

ORDER

IT IS HEREBY ORDERED that the license to practice medicine issued to Ajumobi Charles Agu, M.D. (No. 8857) by the State of Nevada Board of Medical Examiners is immediately **SUSPENDED** until further order of the IC or Board, and Respondent is prohibited from engaging in any acts that constitute the practice of medicine pursuant to NRS 630.020; and

IT IS FURTHER ORDERED that a hearing on this matter is set for the 27th day of July, 2023, at 2:00 p.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 30th day of June, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:

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

Case No. 22-12518-1

Against:

FILED

AJUMOBI CHARLES AGU, M.D.,

DEC 02 2022

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

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 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

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

22 7. Respondent understands and agrees that this Agreement, by and between Respondent
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
26 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

12 a. Respondent admits to Counts I, II, V, VIII: one (1) violation of
13 NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain
14 Proper Medical Records.

15 b. Respondent will pay the costs and expenses incurred in the investigation
16 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
17 adoption and approval of this Agreement, the current amount being four thousand five hundred
18 four dollars and thirty-four cents (\$4,504.34).

19 c. Respondent shall pay a fine of four thousand five hundred dollars and zero
20 cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this
21 Agreement.

22 d. Respondent shall perform ten (10) hours of Continuing Medical Education
23 (CME) relating to best practices in medical recordkeeping within six (6) months from the date of
24 the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of
25 CME shall be in addition to the CME requirements that are regularly imposed for licensure

26 e. The Respondent shall submit to and pass all five (5) sections of the Ethics
27 and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board
28 approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

18 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
20 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 adjudicating members of the Board.

23 Respondent acknowledges that such contacts and communications may be made or
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
25 meeting where this Agreement is discussed, and that such contacts and communications may
26 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559


1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).


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

6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.


8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
EXAMINERS

LADAH LAW FIRM

10
11 By: 
12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icummings@medboard.nv.gov
18 Attorney for the Investigative Committee

By: 
ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

17 DATED this 14th day of November, 2021.

18
19 By: 
20 AJUMOB CHARLES AGU, M.D.,
21 Nevada License No. 8857
22 Respondent
23
24
25
26
27
28

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

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: 

AURY NAGY, M.D.
Board President



Administrative

Location 7935 W Sahara Ave LAS VEGAS, NV 89117 Sector /Beat P1
Occurred On (Date / Time) Sunday 7/16/2023 12:00:00 AM
Reporting Officer b20193h - Henricksen, Bryce
Entered By b20193h - Henricksen, Bryce
Related Cases
Or Between (Date / Time) Thursday 8/10/2023 12:00:00 AM
Reported On 10/10/2023
Entered On 10/10/2023 2:48:10 PM
Jurisdiction Clark County
Traffic Report Place Type Accident Involved

Offenses:

Poss Doc/Pers Id To Commit Forge/C-Felt(F)-NRS 205.465.2B

Completed Yes Domestic Violence Hate/Bias None (No Bias)
Entry Premises Entered Type Security Tools
Weapons Location Type Drug Store/Doctors Office/Hospital
Criminal Activities

Victims:

Name: AGU, Alumbi

Victim Type Individual Written Statement Yes Can ID Suspect
Victim of 50696 - Poss Doc/Pers Id To Commit Forge/C-Felt(F)-NRS 205.465.2B
DOB 11/4/1958 Age 64 Sex Male Race Black or African American Ethnicity Not Hispanic or Latino
Height 5' 10" Weight 170 Hair Color Black Eye Color Black
Employer/School Work Schedule
Occupation/Grade Injury Weapons
Injury

Addresses

Residence 273 Far Away St Henderson, NV 89074 United States

Phones

Cellular (702) 528-7779

Offender Relationships

S - Singh, Darline Victim Was Acquaintance
Notes:

TRUE AND CORRECT COPY
LAS VEGAS
METROPOLITAN
POLICE DEPARTMENT
BY: B20193h
DATE: 10/10/23

Person of Interest:

Name: Singh, Darline

Alias:

Scope ID DOB 5/22/1987 Age 36 Race White Ethnicity Not Hispanic or Latino
Sex Female Height Weight Hair Color Eye Color
Employer/School Occupation/Grade

Addresses

Business 7935 W Sahara Ave #102 Las Vegas, NV 89117 United States

Phones

Cellular (707) 530-6821

Notes: Owner of Careplus Hospice

Arrestees:

Witnesses:

Other Entities:

Properties: ()

Identity Documents (Formal to prove identity)

Stolen	Quantity	Value	Color
Medical Paperwork	1	00.00	
Model	Serial No./VIN		
28 PM			

LLV231000032864

Page 1 of 2

RESPONDENT 001

Vehicle Year	Body Type	
Lic Plate #	Lic Plate State	Lic Plate Exp
Insurance Company		
Owner	V - AGU, Ajumobi	
Notes:		

Narrative

On 10/10/2023 at approximately 1408 hours AGU, Ajumobi DOB (11/04/1958) came into Records to report the following:

AGU stated that on 09/19/2023 at approximately 1200 hours he received a letter in the mail from the medical board stating that he was prescribing medications while his license was suspended between 07/16/2023-08/10/2023.

AGU stated he used to be the medical director of Careplus Hospice LLC before it was sold to Singh, Darline on 11/20/2022 with a 30 day transition period. Effective January 2023 AGU was no longer affiliated with Careplus Hospice LLC.

AGU stated that when he investigated he found out that Singh was sending controlled medications without his knowledge and authorization to QHR pharmacy located on 7515 Westcliff Dr. Las Vegas, Nevada 89145. AGU said that when his office asked the pharmacy, the clerk said it was being sent electronically to them but doesn't know what electronic medical record was used. AGU did not authorize any medications sent by this person as he was no longer affiliated with them since January 2023.

AGU stated that in July 2023 he met with Singh at his office, and she asked him to be her medical director, but nothing was signed or agreed upon. AGU stated that Singh has a current fraud case in California.

No further information.

Suspect:

- ☐ Cited ☐ Arrested ☐ Unknown
☐ City ☐ County
☐ Misdemeanor ☐ Gross Misdemeanor
☐ Felony

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VICTIM'S INFORMATION GUIDE

Offense <i>Roll Backers ID to Commit</i>	Area Command <i>SVAC</i>	Event Number <i>LV23100 0032 864</i>
---	-----------------------------	---

This report is important for you to keep as it is the only reference to your particular case and event number. If you need a copy of your report, it can be obtained at your local area command or the Records and Fingerprint Bureau for a nominal fee. You can also request a copy of your report online. Please visit LVMPD.com to see if your report qualifies for this service. Please allow **FIVE WORKING DAYS** after the report has been filed. Hours of operation and locations to local Area Commands can be found at LVMPD.COM.

ATTENTION: IT IS YOUR RESPONSIBILITY TO IMMEDIATELY NOTIFY THE LVMPD IF YOU SHOULD RECOVER YOUR STOLEN VEHICLE YOURSELF.

The department relies on a number of factors available in any report to assign a follow-up investigator. Experience has proven that certain information must normally be determined at the time of the initial investigation before a case has the potential for being solved. Without suspects, witnesses, evidence, or other investigative leads, a case cannot be solved except under special circumstances. For example, a suspect caught committing another crime is found with evidence linking him to this one, or he may confess to other crimes including this one. If you have any questions or additional information, please contact the detective handling your case at the appropriate telephone number listed below or complete an Additional Crime Information report. (Refer to the Event Number listed above.)

OBLIGATIONS OF CITIZENS FILING MISDEMEANOR CRIME REPORTS WITH LVMPD

1. If an arrest was not made, or if a citation was not issued, and you wish to pursue this matter, you must contact the detective assigned to handle your case at the appropriate number listed below, **AT LEAST TEN (10) BUSINESS DAYS AFTER THE REPORT HAS BEEN FILED**, Monday through Friday, 8:00 a.m. - 4:00 p.m. You may be required to testify against the defendant (suspect) if the case is prosecuted in the courts. All felonies will be investigated.
2. You must give the Event Number at the top of this page if you call about your case.
3. If the suspect in your case is arrested or cited for a misdemeanor, **DO NOT CONTACT THE DETECTIVE ASSIGNED TO YOUR CASE**. You may get information about the status of your case by contacting either the County or City Victim Advocates (listed below). The police department does not have any court information.
4. If this is a misdemeanor crime report and is for **INSURANCE PURPOSES ONLY** or **YOU DO NOT WISH TO PROSECUTE**, and no one has been arrested, please **DO NOT** contact the detective.
5. If no arrest has been made and you need victim assistance, you may contact a Victim Advocate from the Police Department at (702) 828-2955.

CONTACT TELEPHONE NUMBERS

Financial Crimes (Fraud/Forgery/ID Theft).....	(702) 828-3483	Bolden Area Command	(702) 828-3347
Abuse-Neglect	(702) 828-3364	Convention Center Area Command.....	(702) 828-3204
Homicide.....	(702) 828-3521	Downtown Area Command.....	(702) 828-4314
Missing Persons	(702) 828-2907	Enterprise Area Command	(702) 828-4809
Commercial Robbery.....	(702) 828-3591	Northeast Area Command.....	(702) 828-7355
Sexual Assault.....	(702) 828-3421	Northwest Area Command	(702) 828-8577
Records and Fingerprint Bureau	(702) 828-3271	Southeast Area Command	(702) 828-8242
		South Central Area Command.....	(702) 828-8639
		Spring Valley Area Command.....	(702) 828-2639
		Summerlin Area Command.....	(702) 828-9457

LVMPD VICTIM ADVOCATE: Provides crisis intervention, an assessment of the immediate needs of the victims and their families, initiates crime victim assistance paperwork, provides referrals to other agencies, and functions as a liaison with LVMPD personnel and other law enforcement agencies. For assistance, please call the LVMPD Victim Advocate at (702) 828-2955 Monday through Friday 7:00 a.m. - 4:00 p.m.

LAS VEGAS CITY ATTORNEY VICTIM/WITNESS ASSISTANCE: Provides specialized advocacy for victims of domestic violence or battery occurring within the City of Las Vegas. If you are a victim of domestic violence or battery and an arrest has been made or a citation has been issued, please contact the Las Vegas City Attorney's Victim Witness Advocate at (702) 229-2525.

CLARK COUNTY DISTRICT ATTORNEY VICTIM/WITNESS ASSISTANCE CENTER: Provides Justice Court and District Court case information and addresses any concerns you may have regarding your appearance as a witness. When you receive a subpoena to appear in a Justice Court or District Court case, please contact the Victim Witness Assistance Center at (702) 671-2525. If you move or have another address where you wish to receive a subpoena, please contact the advocates at the court.

ASSISTANCE TO VICTIMS OF VIOLENT CRIME: Victims of violent crime who are physically injured or victims of sexual assault may qualify for medical and counseling assistance from the State of Nevada under NRS 217. For information, contact the LVMPD Victim/Witness Advocate or the Nevada State Victims of Violent Crime Program at (702) 486-2740. Note: Applications for this service must be received within one year of the commission of the crime.

ASSISTANCE TO VICTIMS OF SEXUAL ASSAULT: Victims of sexual assault may be eligible for medical treatment and counseling under NRS 217. For information, call the Clark County District Attorney Victim Witness Assistance Center (702) 671-2525, or Rape Crisis Center at (702) 366-1640. Note: Applications for this service must be received within 60 days of the commission of the crime.

THREATS AND DISSUASION TO TESTIFY: Victims and witnesses threatened and/or asked not to testify or prosecute, should contact the detective assigned to the original case. You may also notify the prosecutor if you have already been assigned one.

**LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT**

Event #

LLV23100 0032 864

"PRINT"

"Click here to add/edit Event Number"

THIS PORTION TO BE COMPLETED BY OFFICER

Specific Crime POSS DOC/pers ID to commit rage/crime	Date Occurred 09/19/23	Time Occurred 1200 hours
Location of Occurrence 7935 W Sahara Ave.	Sector/Beat P1	City County <input type="checkbox"/> <input checked="" type="checkbox"/>

Your Name (Last / First / Middle) AGU AJUMOB I CHARLES						Date of Birth		Social Security #	
Race AFRICAN AMERICAN	Sex M	Height 5'10"	Weight 170	Hair BLK	Eyes BLK	Work Schdl. (Hours)	Days Off	Business / School 273 FAR AWAY ST. HENDERSON	
Residence Address (Number & Street) Bldg/Apt. # 273 FAR AWAY ST						City Henderson	State NV	Zip Code 89174	Res. Phone 702 528 7779 NV 89074
Business (Local) Address (Number & Street) Bldg/Apt. # same as address above						City	State	Zip Code	Occupation Medical Doctor
Best place to contact you during the day: 273 FAR AWAY ST. HENDERSON						Best time to contact you during the day: Any time			Can you identify the Suspect? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

DETAILS: NV 89074

I am filing a fraud complaint against Darline Singh current owner of Careplus Hospice LLC located at 7935 W SAHARA AVE STE. 102 LV NV 89117. I used to be the Medical Director of Careplus Hospice LLC but it was sold to Darline Singh on Nov. 20, 2022 with a transition period of 30 days. Effective Jan 2023 I was no longer affiliated with Careplus Hospice LLC. On Sept. 19, 2023 I got letter from the Medical Board stating that I was prescribing medications while my license was suspended between July 16 to August 10 which was a surprise to me. When I investigated I found out that Darline Singh was sending controlled medications without my knowledge and authorization to OAK pharmacy located at 7512 Westcliff Dr. Las Vegas NV 89145. When my office asked the pharmacy, the clerk said it is being sent electronically to them but doesn't know what Electronic Medical Record was used. I did not authorize any medications sent by this person as I was no longer affiliated with them since Jan. 2023.

On July 16 before my license got suspended, I remember meeting Ms. Singh at my office and was asking me to be her medical director but

For Official Use Only

TRUE AND CORRECT COPY
LAS VEGAS
METROPOLITAN
POLICE DEPARTMENT
BY: 820934
DATE: 10/10/23

I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT

WAS COMPLETED AT (LOCATION) 410 S. Martin Luther King Blvd

ON THE 10 JAY OF October 2023 AT 1546 ☐ A.M. ☒ P.M.

Witness/Officer: Bull (SIGNATURE)

Witness/Officer: IAHricer 20193 (PRINTED)

SIGNATURE OF LVMPD WITNESS

SIGNATURE OF PERSON GIVING STATEMENT

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
CONTINUATION

Event #: LLV231000032864

nothing was signed nor agreed upon. Therefore, this
is an identity theft and fraud. I also found out that she has a
current FRAUD case in California.



CAREPLUS HOSPICE LLC

2320 Paseo del Prado Ste B203B, Las Vegas, Nevada 89102 ♦ Phone: (702) 575-9558

Minutes of Meeting of the Governing Body November 20, 2022 4:00 PM

Location of Meeting: CAREPLUS HOSPICE LLC Office
2320 Paseo del Prado Ste B203B, Las Vegas, NV 89102

Present at Meeting: Ashley Flores
Elmer Pascual

The regular meeting of the Governing Body of CAREPLUS HOSPICE LLC was called to order at the said agency's office by Ashley Flores.


The Governing Body presented that CAREPLUS HOSPICE LLC was sold to DARLINE SINGH effective today with a 30 to 60 days transition period.

The agenda for the meeting was distributed and unanimously approved.

The meeting was adjourned at 4:30 PM by Ashley Flores.

Minutes approved by:


ASHLEY FLORES
Chairman


ELMER PASCUAL
Vice-Chairman



CAREPLUS HOSPICE LLC

2320 Paseo del Prado Ste B203B, Las Vegas, Nevada 89102 ♦ Phone: (702) 575-9558

Minutes of Meeting of the Governing Body December 30, 2022 2:00 PM

Location of Meeting: CAREPLUS HOSPICE LLC Office
2320 Paseo del Prado Ste B203B, Las Vegas, NV 89102

Present at Meeting: Ashley Flores
Elmer Pascual

The regular meeting of the Governing Body of CAREPLUS HOSPICE LLC was called to order at the said agency's office by Ashley Flores.

The Governing Body presented the resignation of the following effective January 1, 2023:

1. Ashley Flores as the Chairman of Governing Body
2. Elmer Pascual as Vice-Chairman of Governing Body
3. Dr. Ajumobi Agu as Medical Director

Darline Singh will take over as the Chairman of Governing Body of CAREPLUS HOSPICE LLC effective January 1, 2023.

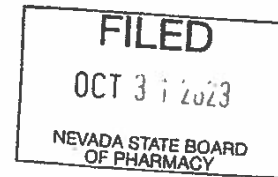
The agenda for the meeting was distributed and unanimously approved.

The meeting was adjourned at 2:30 PM by Ashley Flores.

Minutes approved by:


ASHLEY FLORES
Chairman


ELMER PASCUAL



1 ALIA A. NAJJAR, M.D., ESQ.
Nevada Bar No. 12832
2 Alia.Najjar@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
3 6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
4 Telephone: 702.893.3383
Facsimile: 702.893.3789
5

6 Attorneys for Ajumobi Charles Agu, M.D.
7

8 **BEFORE THE NEVADA STATE BOARD OF PHARMACY**

9 NEVADA STATE BOARD OF PHARMACY,

CASE NO. 22-535-CS-S

10 Petitioner,

ANSWER AND NOTICE OF DEFENSE

11 vs.

12 AJUMOBİ CHARLES AGU, M.D.,
Certificate of Registration No. CS21324,

13 Respondent.
14

15 AJUMOBİ CHARLES AGU, M.D. ("Dr. Agu"), by and through his counsel, LEWIS
16 BRISBOIS BISGAARD & SMITH, LLP, hereby submits his Answer and Notice of Defense to the
17 Notice of Intended Action and Accusations filed by the Nevada Board of Pharmacy as follows:

18 **JURISDICTION**

19 I. Answering Paragraph I, Respondent objects to this paragraph as it calls for a legal
20 conclusion; notwithstanding, Respondent admits that he previously held a Board-issued Nevada
21 controlled substances registration, Certificate of Registration No. CS21324.

22 **FACTUAL ALLEGATIONS**

23 II. Answering Paragraph II, Respondent objects to this paragraph as it calls for a legal
24 conclusion; notwithstanding, Respondent admits that on June 30, 2023, the Nevada State Board of
25 Medical Examiners (NSBME) entered an order in Case No. 23-12518-1, but denies the remainder
26 of the allegations contained therein.

27 III. Answering Paragraph III, Respondent objects to this Paragraph to the extent that it
28 calls for a legal conclusion; to the extent that this Paragraph references a document, Respondent

131407283.1

ANSWER AND NOTICE OF DEFENSE

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

RESPONDENT 008

1 further objects and no response is required as the document speaks for itself; to cited statute(s) speak
2 for themselves; notwithstanding, Respondent admits that he received a notice, dated July 14, 2023.
3 To the extent a response is otherwise required, Respondent is without sufficient information or
4 knowledge to admit or deny the allegations therein, and thus denies the same.

5 IV. Answering Paragraph IV, Respondent denies the allegations contained therein.

6 V. Answering Paragraph V, Respondent objects to this Paragraph to the extent that it
7 calls for a legal conclusion and the cited statute(s) speak for themselves; notwithstanding,
8 Respondent admits that, on or about August 10, 2023, the NSBME entered an order in Case No. 23-
9 12518-1, lifting the summary suspension of Respondent's License No. 8857 to practice medicine.
10 To the extent an response is otherwise required, Respondent is without sufficient information or
11 knowledge to admit or deny the allegations therein, and thus denies the same.

12 APPLICABLE LAW

13 VI. Answering Paragraphs VI through XII, Respondent objects to these Paragraphs as
14 they call for a legal conclusion and the cited statutes speak for themselves. To the extent a response
15 is otherwise required, Respondent is without sufficient information or knowledge to admit or deny
16 the allegations therein, and thus denies the same.

17 COUNT ONE

18 (Violations of Federal Controlled Substances Act)

19 VII. Answering Paragraph XIII, Respondent objects as this Paragraph calls for a legal
20 conclusion and the cited statutes speak for themselves; notwithstanding, Respondent otherwise
21 denies the allegations contained therein.

22 COUNT TWO

23 (Violations of State Controlled Substances Act)

24 VIII. Answering Paragraph XIV, Respondent objects to the extent that this paragraph calls
25 for a legal conclusion and the cited statutes speak for themselves; notwithstanding, Respondent
26 otherwise denies the allegations contained therein.

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COUNT THREE

(Unprofessional Conduct-Incompetent, Unskillful or Negligent Performance of Duties)

IX. Answering Paragraph XV, Respondent objects to this paragraph, as it calls for a legal conclusion. The cited statutes speak for themselves. Respondent otherwise denies the allegations therein.

COUNT FOUR

(Unprofessional Conduct-Prescribing on Suspended Registration)

X. Answering Paragraph XVI, Respondent objects to this paragraph, as it calls for a legal conclusion. The cited statutes speak for themselves. Respondent otherwise denies the allegations therein.

COUNT FIVE

(Commission of Acts that Render Registration Inconsistent with the Public Interest)

XI. Answering Paragraph XVII, Respondent objects to this paragraph, as it calls for a legal conclusion. The cited statutes speak for themselves. Respondent otherwise denies the allegations therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The allegations of the Notice of Intended Action and Accusation fail to state facts sufficient to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

The Notice of Intended Action and Accusation, and each cause of action therein, is barred by the doctrine of laches, estoppel, and the doctrine of unclean hands.

THIRD AFFIRMATIVE DEFENSE

Respondent denies each and every allegation of the Notice of Intended Action and Accusation not specifically admitted or otherwise pled to herein.

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WHEREFORE, Respondent prays for judgment as follows:

1. That all charges against him be dismissed;
2. That the Board find that the Notice of Intended Action and Accusation does not support issuance of discipline or fines against Respondent; and
3. For such other and further relief as may be deemed just and proper in these premises.

DATED: October 31, 2023

Respectfully submitted,

LEWIS BRISBOIS BISGAARD & SMITH LLP

/s/ Alia A. Najjar

By: _____

ALIA A. NAJJAR, M.D., ESQ.

Nevada Bar No. 12832

6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

Telephone: 702.893.3383

Facsimile: 702.893.3789

Attorneys for Ajumobi Charles Agu, M.D.

LEWIS
BRISBOIS
BISGAARD
& SMITH LLP
ATTORNEYS AT LAW

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4

ANSWER AND NOTICE OF DEFENSE

RESPONDENT 011

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CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of October, 2023, a true and correct copy
of **RESPONDENT AJUMOBI CHARLES AGU, M.D.'S ANSWER AND NOTICE OF
DEFENSE** was served via electronic mail to the following:

Brett Kandt
General Counsel
Nevada State Board of Pharmacy
bkandt@pharmacy.nv.gov
shunting@pharmacy.nv.gov

By /s/ Alia A. Najjar
an Employee of
LEWIS BRISBOIS BISGAARD & SMITH LLP

**LEWIS
BRISBOIS
BISGAARD
& SMITH LLP**
ATTORNEYS AT LAW

131407283.1



CAREPLUS HOSPICE LLC

2320 Paseo del Prado Ste B203B, Las Vegas, Nevada 89102 ♦ Phone: (702) 575-9558

Minutes of Meeting of the Governing Body November 20, 2022 4:00 PM

Location of Meeting: CAREPLUS HOSPICE LLC Office
2320 Paseo del Prado Ste B203B, Las Vegas, NV 89102

Present at Meeting: Ashley Flores
Elmer Pascual

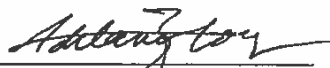
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Minutes approved by:


ASHLEY FLORES
Chairman


ELMER PASCUAL
Vice-Chairman



CAREPLUS HOSPICE LLC

2320 Paseo del Prado Ste B203B, Las Vegas, Nevada 89102 ♦ Phone: (702) 575-9558

Minutes of Meeting of the Governing Body December 30, 2022 2:00 PM

Location of Meeting: CAREPLUS HOSPICE LLC Office
2320 Paseo del Prado Ste B203B, Las Vegas, NV 89102

Present at Meeting: Ashley Flores
Elmer Pascual

The regular meeting of the Governing Body of CAREPLUS HOSPICE LLC was called to order at the said agency's office by Ashley Flores.

The Governing Body presented the resignation of the following effective January 1, 2023:

1. Ashley Flores as the Chairman of Governing Body
2. Elmer Pascual as Vice-Chairman of Governing Body
3. Dr. Ajumobi Agu as Medical Director

Darline Singh will take over as the Chairman of Governing Body of CAREPLUS HOSPICE LLC effective January 1, 2023.

The agenda for the meeting was distributed and unanimously approved.

The meeting was adjourned at 2:30 PM by Ashley Flores.

Minutes approved by:


ASHLEY FLORES
Chairman


ELMER PASCUAL

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.

5

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

JUN 30 2023

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 Ajumobi Charles Agu, 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 and Order he entered into with the IC on November 15, 2022, approved by the Board on December 2, 2022.

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. 8857). The Board issued his license on November 23, 1998.

2. On November 15, 2022, Respondent entered into a Settlement Agreement with the IC and the Board approved the agreement on December 2, 2022. 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., Carl N. Williams, Jr., M.D., FACS, and Col. Eric D. Wade, USAF (Ret.).

3. Per the terms of the Settlement Agreement, Respondent was to submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of the Board's acceptance, adoption, and approval of the Agreement. The Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of the terms on or before January 31, 2023.

4. Additionally, per the Settlement Agreement, Respondent was to perform ten (10) hours of Continuing Medical Education relating to best practices in medical record keeping within six (6) months from the date of the Board's acceptance, adoption, and approval of the Settlement Agreement. The Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of ten (10) hours of Continuing Medical Education to be completed by June 2, 2023.

5. Pursuant to the Settlement Agreement and Order, Respondent agreed that should Respondent fail to comply with any of the terms or conditions of the Agreement, once the Agreement had been accepted, approved, and adopted by the Board, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in the State of Nevada pending an Order to Show Cause Hearing, which is hereby duly noticed.

6. Respondent registered for the EBAS examination on March 14, 2023, for an April 25, 2023, exam date.

7. On May 17, 2023, Board staff received notice from Ethics and Boundaries Assessment Services that the Respondent failed all five sections of the EBAS examination which took place on April 25, 2023.

8. On June 28, 2023, Respondent furnished a certificate of completion for the aforementioned hours of Continuing Medical Education with a completion date of June 26, 2023, twenty-four (24) days past the deadline stated in the Settlement Agreement and Order.

9. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in NRS 630.2672, knowingly or willfully failing to comply with: (a) [a] regulation, subpoena or order of the Board or a committee designated by the Board to investigate a complaint against a physician, constitutes grounds for initiating disciplinary action.

10. Based on the foregoing, the IC finds that Respondent, Ajumobi Charles Agu, M.D., has willfully and/or knowingly violated his Settlement Agreement and Board Order and is immediately suspended from the practice of medicine in the State of Nevada. See NRS 630.326(1); *see also* BME Case No. 22-12518-1 Settlement Agreement and Order attached hereto as Exhibit 1.

ORDER

IT IS HEREBY ORDERED that the license to practice medicine issued to Ajumobi Charles Agu, M.D. (No. 8857) by the State of Nevada Board of Medical Examiners is immediately **SUSPENDED** until further order of the IC or Board, and Respondent is prohibited from engaging in any acts that constitute the practice of medicine pursuant to NRS 630.020; and

IT IS FURTHER ORDERED that a hearing on this matter is set for the **27th day of July, 2023, at 2:00 p.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 30th day of June, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



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

Case No. 22-12518-1

Against:

FILED

AJUMOBI CHARLES AGU, M.D.,

DEC 02 2022

Respondent.

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cummings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

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 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

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

22 7. Respondent understands and agrees that this Agreement, by and between Respondent
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
26 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

a. Respondent admits to Counts I, II, V, VIII: one (1) violation of NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain Proper Medical Records.

b. Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance, adoption and approval of this Agreement, the current amount being four thousand five hundred four dollars and thirty-four cents (\$4,504.34).

c. Respondent shall pay a fine of four thousand five hundred dollars and zero cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this Agreement.

d. Respondent shall perform ten (10) hours of Continuing Medical Education (CME) relating to best practices in medical recordkeeping within six (6) months from the date of the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of CME shall be in addition to the CME requirements that are regularly imposed for licensure

e. The Respondent shall submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

18 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
20 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 adjudicating members of the Board.

23 Respondent acknowledges that such contacts and communications may be made or
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
25 meeting where this Agreement is discussed, and that such contacts and communications may
26 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559


1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).


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

6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.


8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
10 EXAMINERS

LADAH LAW FIRM

11 By: 
12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icummings@medboard.nv.gov
18 Attorney for the Investigative Committee

By: 
ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@lalahlaw.com
Attorney for Respondent

17 DATED this 14th day of November, 2021.

18
19 By: 
20 AJUMOB CHARLES AGU, M.D.,
21 Nevada License No. 8857
22 Respondent
23
24
25
26
27
28

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: 

AURY NAGY, M.D.
Board President

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

JUL 10 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 July 6, 2023, I sent the **ORDER OF SUSPENSION AND NOTICE OF HEARING**, as well as required fingerprinting card with instructions to:

AJUMOBI CHARLES AGU, M.D.
273 Far Away Street
Henderson, NV 89074

Via Fed Ex tracking number 772662413677 and was delivered on July 7, 2023. See **Exhibit 1**.

DATED this 10th day of July, 2023.



MEG BYRD, Legal Assistant
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521

EXHIBIT 1

EXHIBIT 1



July 10, 2023

Dear Customer,

The following is the proof-of-delivery for tracking number: 772662413677

Delivery Information:

Status:	Delivered	Delivered To:	Residence
Signed for by:	A.AGU	Delivery Location:	
Service type:	FedEx Priority Overnight		
Special Handling:	Deliver Weekday; Residential Delivery; Adult Signature Required		HENDERSON, NV,
		Delivery date:	Jul 7, 2023 11:44

Shipping Information:

Tracking number:	772662413677	Ship Date:	Jul 6, 2023
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
HENDERSON, NV, US,		RENO, NV, US,	

Reference 23-12518-1 Agu

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

JUL 11 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 Ajumobi Charles Agu, M.D., (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 licensed in suspended status (License No. 8857). Respondent was issued his license from the Board on November 23, 1998, pursuant to the provisions of NRS Chapter 630.

2. On November 15, 2022, Respondent entered into a Settlement Agreement with the IC and the Board approved the agreement on December 2, 2022.

3. Per the terms of the Settlement Agreement, Respondent was to submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60) days of the Board's acceptance, adoption, and approval of the Agreement. The Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of the terms on or before January 31, 2023.

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

5. Respondent registered for the EBAS examination on March 14, 2023, for an April 25, 2023, exam date.

6. On March 17, 2023, Board staff received notice from Ethics and Boundaries Assessment Services that the Respondent failed all five (5) sections of the EBAS examination on April 25, 2023.

7. On June 28, 2023, Respondent furnished a certificate of completion for the aforementioned hours of Continuing Medical Education with a completion date of June 26, 2023.

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

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

9. 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.

10. Respondent knowingly or willfully failed to comply with an order of the Board when he failed all five (5) sections of the EBAS examination. Additionally, Respondent did not timely complete his CME hours by the June 2, 2023 deadline and completed them instead on June 26, 2023, twenty-four (24) days after the date ordered by the Board.

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

WHEREFORE, the Investigative Committee prays:

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

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

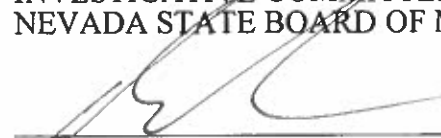
4. That the Board make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, that includes the sanctions imposed; and

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

DATED this 11th day of July, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:


IAN J. CUMINGS,
Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: icumings@medboard.nv.gov
Attorney for the Investigative Committee

VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

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 11th day of July, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:



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

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

JUL 17 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

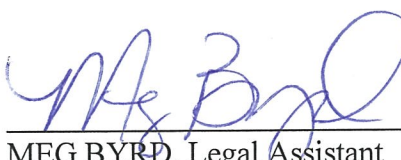
PROOF OF SERVICE

I, Meg Byrd, Legal Assistant for the Nevada State Board of Medical Examiners, hereby
certify that on July 11, 2023, I sent the Complaint to:

AJUMOBI CHARLES AGU, M.D.
273 Far Away Street
Henderson, NV 89074

Via USPS Certified Mail tracking number 9171969009350255683185 and was delivered on
July 14, 2023. See Exhibit 1.

DATED this 17th day of July, 2023.



MEG BYRD, Legal Assistant
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521

EXHIBIT 1

EXHIBIT 1



July 17, 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 0255 6831 85.


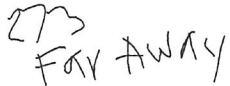
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	July 14, 2023, 1:20 pm
Location:	HENDERSON, NV 89074
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Shipment Details

Weight:	0.2oz
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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

9171969009350255683185

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 1:20 pm on July 14, 2023 in HENDERSON, NV 89074.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Feedback

Delivered

Delivered, Left with Individual

HENDERSON, NV 89074

July 14, 2023, 1:20 pm

Departed USPS Regional Facility

LAS VEGAS NV DISTRIBUTION CENTER

July 14, 2023, 8:05 am

Arrived at USPS Regional Origin Facility

LAS VEGAS NV DISTRIBUTION CENTER

July 13, 2023, 2:57 pm

Arrived at USPS Regional Origin Facility

RENO NV DISTRIBUTION CENTER

July 12, 2023, 11:14 pm

USPS picked up item

RENO, NV 89521

July 12, 2023, 12:27 pm

● [Hide Tracking History](#)

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less

Track Another Package

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

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

FILED

AUG 02 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

CASE NO. 23-12518-1

3
4 In the Matter of Charges and)
5 Complaint Against)
6 AJUMOBI CHARLES AGU, M.D.,)
7 Respondent.)
8

9 **NOTICE AND ORDER SCHEDULING PRE-HEARING AND HEARING**

10 TO: IAN J. CUMMINGS, J.D., Deputy General Counsel, Nevada State Board of
11 Medical Examiners, 9600 Gateway Drive, Reno, NV 89521

12 AJUMOBI CHARLES AGU, M.D., 273 Far Away Street, Henderson, NV 89074

13 On Thursday July 27, 2023, an Early Case Conference was conducted in this matter. Ian
14 J. Cummings was present on behalf of the Investigative Committee in the conference room of the
15 Nevada State Board of Medical Examiners, and Ajumobi Charles Agu, M.D. was present. The
16 parties agreed to dates for the pre-hearing conference, exchange of documents, and the formal
17 hearing date.

18 Accordingly, in compliance with NAC 630.465, a pre-hearing conference will be
19 conducted on Friday, August 11, 2023, beginning at the hour of 2:00 P.M., Pacific Standard
20 Time, in the conference room at the Office of the Nevada State Board of Medical Examiners,
21 9600 Gateway Drive, Reno, Nevada 89521. The conference, to be attended by the parties in
22 person or by counsel,¹ will be conducted before the undersigned hearing officer to assure that all
23 written information and documentation to be presented by the parties at the formal hearing is
24 fully and completely exchanged.

25 At the pre-hearing conference each party is to provide the other party with a copy of the
26 list of witnesses they intend to call to testify, including their qualifications, as well as a brief
27

28 ¹Respondent or Respondent's counsel may participate in the pre-hearing conference by telephone if prior
arrangements are made with counsel for the Investigative Committee.

1 summary of their anticipated testimony. If a witness is not included in the list of witnesses, that
2 witness may not be allowed to testify at the hearing unless good cause is shown.

3 **The formal hearing in this matter is hereby scheduled for Monday, October 2, 2023,**
4 **commencing at 9:00 A.M., at the Office of the Nevada State Board of Medical Examiners, 9600**
5 **Gateway Drive, Reno, Nevada 89521. Respondent must be present at the hearing in person. He**
6 **may choose to retain counsel to represent him. Following the hearing, the hearing officer will**
7 **submit to the Board a synopsis of the testimony taken at the hearing and make a recommendation**
8 **on the veracity of witnesses if there is conflicting evidence or if credibility of witnesses is a**
9 **determining factor, and thereafter the Board will render its decision. NAC 630.470.**

10 Any other hearings previously set in this matter which conflict with the hearing schedule
11 set out herein are vacated.

12 It is further ordered that legal counsel for the Investigative Committee and Respondent or
13 Respondent's counsel shall keep this hearing officer advised of each issue which has been
14 resolved by negotiation or stipulation, or any other change in the status of this case.

15 DATED this 7 day of August, 2023



17 CHARLES B. WOODMAN, ESQ., Hearing Officer
18 Nevada State Board of Medical Examiners
19 548 W. Plumb Lane, Suite B
20 Reno, Nevada 89509
21 (775) 786-9800
22 hardywoodmanlaw@msn.com
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 document addressed as follows:

IAN J. CUMMINGS, J.D., GENERAL COUNSEL
NEVADA STATE BOARD OF MEDICAL EXAMINERS
9600 GATEWAY DRIVE
RENO, NV 89521

AJUMOBI CHARLES AGU, M.D.
273 FAR AWAY STREET
HENDERSON, NV 89074

DATED this 2nd day of August, 2023.



MEG BYRD, Legal Assistant
Nevada State Board of Medical Examiners

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

FILED

AJUMOBİ CHARLES AGU, M.D.,

AUG 10 2023

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

ORDER LIFTING SUMMARY SUSPENSION

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners having reviewed materials presented at the July 27, 2023 summary suspension hearing of Ajumobi Charles Agu, M.D (Dr. Agu) have concluded that Dr. Agu poses no imminent risk of harm to the health, safety, and welfare of the public or any patient. Accordingly, the IC hereby lifts the summary suspension of Dr. Agu's license to practice medicine in the State of Nevada and the license shall be Active effective the date of this Order.

IT IS SO ORDERED.

DATED this 10th day of August, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 

BRET W. FREY, M.D.

Chairman of the Investigative Committee

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

SEP 19 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: Wm. M. M. M.

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 Ajumobi Charles Agu, 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 the previous Order of Suspension of his license to practice medicine, served on July 6, 2023.

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. 8857). The Board issued his license on November 23, 1998.
2. On November 15, 2022, Respondent entered into a Settlement Agreement (Agreement) with the IC and the Board approved the Agreement on December 2, 2022. *See Exhibit 1* (Settlement Agreement and Order).
3. Per the terms of the Agreement, Respondent was to submit to and pass all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination within sixty (60)

¹ The Investigative Committee of the Nevada State Board of Medical Examiners is composed of Board members Bret W. Frey, M.D., Carl N. Williams, Jr., M.D., FACS, and Col. Eric D. Wade, USAF (Ret.).

1 days of the Board's acceptance, adoption, and approval of the Agreement. The Agreement was
2 accepted, adopted, approved, and subsequently filed on December 2, 2022, requiring Respondent
3 to complete the terms of the Agreement on or before January 31, 2023.

4 4. Additionally, per the Agreement, Respondent was to perform ten (10) hours of
5 Continuing Medical Education (CME) related to the best practices in medical record keeping
6 within six (6) months from the date of the Board's acceptance, adoption, and approval of the
7 Agreement or June 2, 2023.

8 5. Pursuant to the Agreement and Order, Respondent acceded, that should he fail to
9 comply with any of the terms or conditions of the Agreement, once the Agreement had been
10 accepted, approved, and adopted by the Board, the IC would be authorized to immediately
11 suspend Respondent's license to practice medicine in the State of Nevada pending an Order to
12 Show Cause hearing, which is hereby duly noticed.

13 6. Respondent registered for the EBAS examination on March 14, 2023, for an
14 April 25, 2023, exam date.

15 7. On May 17, 2023, Board staff received notice from Ethics and Boundaries
16 Assessment Services that the Respondent failed all five (5) sections of the EBAS examination on
17 April 25, 2023.

18 8. On June 28, 2023, Respondent furnished a certificate of completion for the
19 aforementioned hours of CME with a completion date of June 26, 2023, twenty-four (24) days
20 past the deadline stated in the Agreement and Order.

21 9. On June 30, 2023, the IC issued the Respondent an Order of Suspension, which
22 stated unequivocally that the Respondent was prohibited from engaging in any acts that constitute
23 the practice of medicine pursuant to NRS 630.020. See **Exhibit 2** (Order of Suspension and Notice
24 of Hearing, filed June 30, 2023).

25 10. On July 6, 2023, Respondent was served with aforementioned Order of
26 Suspension.

27 ///

28 ///

11. An Order to Show Cause Hearing was conducted on July 27, 2023, which was attended by Respondent and Counsel for the IC where it was found that the IC had met its burden of proof to maintain the suspension of Respondent's license to practice medicine.

12. After consideration of the testimony provided at the Order to Show Cause hearing on August 10, 2023, the IC elected to lift the suspension of Respondent's license.

13. On or about August 29, 2023, a prescriber activity report from the Nevada State Board of Pharmacy was retrieved that indicated that Respondent was, in fact, practicing medicine while his license was suspended.

14. Despite Respondent's prohibition from the practice of medicine during the period of his suspension from July 6, 2023, through August 10, 2023, Respondent continued to engage in the practice of medicine without an active Nevada medical license, in violation of the IC's Order of Suspension by writing no less than fifty-eight (58) prescriptions for controlled substances.

15. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in NRS 630.2672, knowingly or willfully failing to comply with:

(a) [a] regulation, subpoena or order of the Board or a committee designated by the Board to investigate a complaint against a physician, constitutes grounds for initiating disciplinary action.

16. Based on the foregoing, the IC finds that Respondent, Ajumobi Charles Agu, M.D., has willfully and/or knowingly violated his Settlement Agreement and Order adopted and issued on December 2, 2022, and then willfully and/or knowingly violated the June 30, 2023, Order of Suspension to which Respondent was immediately suspended from the practice of medicine in the State of Nevada. *See* NRS 630.326(1); BME Case No. 22-12518-1, Settlement Agreement and Order attached hereto as **Exhibit 1**; Order of Suspension and Notice of Hearing attached hereto as **Exhibit 2**.

ORDER

IT IS HEREBY ORDERED that the license to practice medicine issued to Ajumobi Charles Agu, M.D. (No. 8857) by the State of Nevada Board of Medical Examiners is again immediately **SUSPENDED** until further order of the IC or Board, and **Respondent is**

1 prohibited from engaging in any acts that constitute the practice of medicine pursuant to
2 NRS 630.020; (emphasis added); and

3 IT IS FURTHER ORDERED that a hearing on this matter is set for the 19th day of
4 October, 2023, at 2:00 p.m., at the Board's office located at 9600 Gateway Drive, Reno, Nevada
5 89521, to determine whether this suspension may continue, unless the parties mutually agree in
6 writing to a different date and/or time. See NRS 630.326(2).

7 DATED this 19th day of September, 2023.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL EXAMINERS

10 By:

11 
BRET W. FREY, M.D.

12 *Chairman of the Investigative Committee*
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EXHIBIT 1

EXHIBIT 1

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 22-12518-1

Against:

FILED

AJUMOBI CHARLES AGU, M.D.,

DEC 02 2022

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cumings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

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 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

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

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

22 7. Respondent understands and agrees that this Agreement, by and between Respondent
23 and the IC, is not with the Board, and that the IC will present this Agreement to the Board for
24 consideration in open session at a duly noticed and scheduled meeting. Respondent understands
25 that the IC shall advocate for the Board's approval of this Agreement, but that the Board has
26 the right to decide in its own discretion whether or not to approve this Agreement. Respondent
27 further understands and agrees that if the Board approves this Agreement, then the terms and
28 conditions enumerated below shall be binding and enforceable upon him and the Board.

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

12 a. Respondent admits to Counts I, II, V, VIII: one (1) violation of
13 NRS 630.301(4) Malpractice and three (3) violations of NRS 630.3062(1)(a) Failure to Maintain
14 Proper Medical Records.

15 b. Respondent will pay the costs and expenses incurred in the investigation
16 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
17 adoption and approval of this Agreement, the current amount being four thousand five hundred
18 four dollars and thirty-four cents (\$4,504.34).

19 c. Respondent shall pay a fine of four thousand five hundred dollars and zero
20 cents (\$4,500.00) within sixty (60) days of the Board's acceptance, adoption, and approval of this
21 Agreement.

22 d. Respondent shall perform ten (10) hours of Continuing Medical Education
23 (CME) relating to best practices in medical recordkeeping within six (6) months from the date of
24 the Board's acceptance, adoption, and approval of this agreement. The aforementioned hours of
25 CME shall be in addition to the CME requirements that are regularly imposed for licensure

26 e. The Respondent shall submit to and pass all five (5) sections of the Ethics
27 and Boundaries Assessment Services (EBAS) examination within sixty (60) days of Board
28 approval of this agreement to be paid for at the expense of the Respondent.

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

3 g. Respondent shall receive a Public Letter of Reprimand.

4 h. The remaining counts of the Complaint, and any other claims arising from
5 the Board's corresponding investigative case file(s), shall be dismissed with prejudice.

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

18 7. **Procedure for Adoption of Agreement.** The IC and counsel for the IC shall
19 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
20 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
21 this Agreement, counsel for the IC may communicate directly with the Board staff and the
22 adjudicating members of the Board.

23 Respondent acknowledges that such contacts and communications may be made or
24 conducted ex-parte, without notice or opportunity to be heard on his part until the public Board
25 meeting where this Agreement is discussed, and that such contacts and communications may
26 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
27 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
28 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this

1 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
2 IC or the IC's counsel.

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

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

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

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

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

25 13. **Failure to Comply with Terms.** Should Respondent fail to comply with any term
26 or condition of this Agreement once the Agreement has been accepted, approved, and adopted by
27 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
28 medicine in Nevada pending an Order to Show Cause Hearing, which will be duly noticed.

1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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

6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.

8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
EXAMINERS

LADAH LAW FIRM

10
11 By: 

12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icumings@medboard.nv.gov
18 Attorney for the Investigative Committee

By: 

ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

19 DATED this 14th day of November, 2021.

20 By: 

21 AJUMOB I CHARLES AGU, M.D.,
22 Nevada License No. 8857
23 Respondent
24
25
26
27
28

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

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: _____


AURY NAGY, M.D.
Board President

EXHIBIT 2

EXHIBIT 2

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

JUN 30 2023

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 Ajumobi Charles Agu, 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 and Order he entered into with the IC on November 15, 2022, approved by the Board on December 2, 2022.

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. 8857). The Board issued his license on November 23, 1998.

2. On November 15, 2022, Respondent entered into a Settlement Agreement with the IC and the Board approved the agreement on December 2, 2022. *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., Carl N. Williams, Jr., M.D., FACS, and Col. Eric D. Wade, USAF (Ret.).

1 3. Per the terms of the Settlement Agreement, Respondent was to submit to and pass
2 all five (5) sections of the Ethics and Boundaries Assessment Services (EBAS) examination
3 within sixty (60) days of the Board's acceptance, adoption, and approval of the Agreement. The
4 Settlement Agreement was approved and adopted on December 2, 2022, requiring completion of
5 the terms on or before January 31, 2023.

6 4. Additionally, per the Settlement Agreement, Respondent was to perform ten (10)
7 hours of Continuing Medical Education relating to best practices in medical record keeping within
8 six (6) months from the date of the Board's acceptance, adoption, and approval of the Settlement
9 Agreement. The Settlement Agreement was approved and adopted on December 2, 2022,
10 requiring completion of ten (10) hours of Continuing Medical Education to be completed by
11 June 2, 2023.

12 5. Pursuant to the Settlement Agreement and Order, Respondent agreed that should
13 Respondent fail to comply with any of the terms or conditions of the Agreement, once the
14 Agreement had been accepted, approved, and adopted by the Board, the IC shall be authorized to
15 immediately suspend Respondent's license to practice medicine in the State of Nevada pending an
16 Order to Show Cause Hearing, which is hereby duly noticed.

17 6. Respondent registered for the EBAS examination on March 14, 2023, for an
18 April 25, 2023, exam date.

19 7. On May 17, 2023, Board staff received notice from Ethics and Boundaries
20 Assessment Services that the Respondent failed all five sections of the EBAS examination which
21 took place on April 25, 2023.

22 8. On June 28, 2023, Respondent furnished a certificate of completion for the
23 aforementioned hours of Continuing Medical Education with a completion date of June 26, 2023,
24 twenty-four (24) days past the deadline stated in the Settlement Agreement and Order.

25 9. NRS 630.3065(2)(a) states in pertinent part that [e]xcept as otherwise provided in
26 NRS 630.2672, knowingly or willfully failing to comply with: (a) [a] regulation, subpoena or
27 order of the Board or a committee designated by the Board to investigate a complaint against a
28 physician, constitutes grounds for initiating disciplinary action.

EXHIBIT 1

EXHIBIT 1

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint

Case No. 22-12518-1

Against:

FILED

AJUMOBI CHARLES AGU, M.D.,

DEC 02 2022

Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Ian J. Cummings, J.D., Deputy General Counsel for the Board and attorney for the IC, and Ajumobi Charles Agu, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, Alia A. Najjar, M.D., Esq., of Ladah Law Firm, hereby enter into this Settlement Agreement (Agreement) based on the following:¹

A. BACKGROUND

2. Respondent is a medical doctor currently licensed in active status 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. His license was originally issued on November 23, 1998 (License No. 8857).

3. On July 29, 2022, in Case No. 22-12518-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges three (3) violations of NRS 630.301(4) Malpractice (Counts I, IV, VII); three (3) violations of NRS 630.3062(1)(a), Failure to Maintain Proper Medical Records (Counts II, V, VIII); and three (3) violations of NRS 630.306(1)(b)(2) Violation of Standards of Practice by Engaging in

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1 the Practice of Writing Prescriptions for Controlled Substances in a Manner that Deviates from the
2 Model Policy (Counts III, VI, IX). By reason of the foregoing, Respondent is subject to discipline by
3 the Board as provided in NRS 630.352.

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

7 5. Respondent is hereby advised of his rights regarding this administrative matter, and of
8 his opportunity to defend against the allegations in the Complaint. Specifically, Respondent has certain
9 rights in this administrative matter as set out by the United States Constitution, the Nevada
10 Constitution, the Medical Practice Act, the Nevada Open Meeting Law (OML), which is contained in
11 NRS Chapter 241, and the Nevada Administrative Procedure Act (APA), which is contained in NRS
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15 written findings of fact, conclusions of law and order reflecting the final decision of the Board, and the
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17 6. Respondent understands that, under the Board's charge to protect the public by
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21 that Respondent violated one or more provisions of the Medical Practice Act.

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

1 **B. TERMS & CONDITIONS**

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

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

8 2. **Representation by Counsel/Knowing, Willing and Intelligent Agreement.**
9 Respondent acknowledges he is represented by counsel and wishes to resolve the matters
10 addressed herein with said counsel. Respondent agrees that if representation by counsel in this
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12 Agreement, that counsel for the IC will be timely notified of the material change. Respondent
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14 have a full consultation with and upon the advice of legal counsel.

15 3. **Waiver of Rights.** In connection with this Agreement, and the associated terms
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17 with this administrative matter. Respondent hereby knowingly, willingly and intelligently waives
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19 Practice Act, the OML, the APA, and any other legal rights that may be available to him or that
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22 the Complaint, and imposition of any disciplinary actions or sanctions ordered by the Board.
23 Respondent agrees to settle and resolve the allegations of the Complaint as set out by this
24 Agreement, without a hearing or any further proceedings and without the right to judicial review.

25 4. **Acknowledgement of Reasonable Basis to Proceed.** As of the time of entering
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28 conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges

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4 approves, and adopts this Agreement, the Board shall issue a final order, making this Agreement
5 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
6 and all remaining claims arising out of the Complaint shall be dismissed with prejudice.

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OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2559


1 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
2 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
3 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

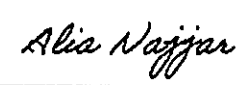
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6
7 DATED this 15th day of November, 2022. DATED this 14th day of November, 2022.

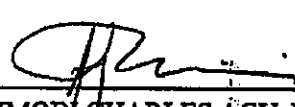
8 INVESTIGATIVE COMMITTEE OF THE
9 NEVADA STATE BOARD OF MEDICAL
10 EXAMINERS

LADAH LAW FIRM

11 By: 
12 IAN J. CUMINGS, J.D.
13 Deputy General Counsel
14 9600 Gateway Drive
15 Reno, NV 89521
16 Tel: (775) 688-2559
17 Email: icumings@medboard.nv.gov
18 Attorney for the Investigative Committee

By: 
ALIA A. NAJJAR, M.D., ESQ.
517 S. Third Street
Las Vegas, NV 89101
Tel: (702) 252-0055
Email: alia@ladahlaw.com
Attorney for Respondent

17 DATED this 14th day of November, 2021.

18
19 By: 
20 AJUMOB CHARLES AGU, M.D.,
21 Nevada License No. 8857
22 Respondent
23
24
25
26
27
28

ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 22-12518-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

By: 

AURY NAGY, M.D.
Board President

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2539

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

OCT - 3 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

AFFIDAVIT OF SERVICE

We, George Tuiotti, Deputy Chief of Investigations, and Dana Schmitt, Investigator as employees 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 our knowledge and:

We personally served on September 19, 2023, at 3:59 p.m. the following documents:

1. ORDER OF SUSPENSION AND NOTICE OF HEARING and the FIRST AMENDED COMPLAINT on Respondent, AJUMOBI CHARLES AGU, M.D. at:

273 Far Away Street
Henderson, NV 89074

Further your Affiants sayeth naught.



GEORGE TUIOTTI
Deputy Chief of Investigations



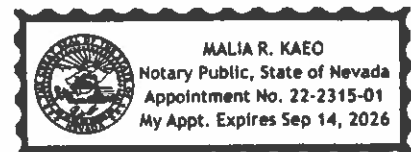
DANA SCHMITT
Investigator

STATE OF NEVADA)
COUNTY OF CLARK) ss.

SUBSCRIBED and SWORN to before me by
George Tuiotti and Dana Schmitt on this
21st day of September, 2023.



NOTARY PUBLIC



1 S. BRENT VOGEL
Nevada Bar No. 6858
2 Brent.Vogel@lewisbrisbois.com
ALIA A. NAJJAR, M.D.
3 Nevada Bar No. 12832
Alia.Najjar@lewisbrisbois.com
4 LEWIS BRISBOIS BISGAARD & SMITH LLP
6385 S. Rainbow Boulevard, Suite 600
5 Las Vegas, Nevada 89118
Tel.: 702.893.3383
6 Fax: 702.893.3789
Attorneys for Respondent Ajumobi Charles Agu,
7 *M.D.*

FILED

OCT 19 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

8 BEFORE THE BOARD OF MEDICAL EXAMINERS OF THE STATE OF NEVADA

9
10 In the Matter of the Charges and Complaint

Case: 23-12518-1

11 Against:

12 AJUMOBI CHARLES AGU, M.D.,

13 Respondent.

**STIPULATION AND ORDER TO
VACATE THE HEARING ON THE
SUMMARY SUSPENSION, SET FOR
OCTOBER 19, 2023, AND FOR DR. AGU
TO REMAIN SUSPENDED PENDING
RESOLUTION BY THE PARTIES**

14
15 IT IS HEREBY STIPULATED AND AGREED, by and between Respondent, AJUMOBI
16 CHARLES AGU, M.D., by and through his counsel of record; and the INVESTIGATIVE
17 COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXAMINERS, by and through
18 its counsel of record, as follows:

- 19
- 20 1. The hearing before the Nevada State Board of Medical Examiners, set for October 19,
21 2023, regarding Dr. Agu's summary suspension is hereby vacated pending the parties
22 attempt to resolve the matter without a hearing;
 - 23 2. That Dr. Agu shall remain suspended pending the parties coming to a resolution of this
24 matter; and
 - 25 3. Should the parties be unable to timely resolve this matter, that a hearing on the summary
26 suspension will be reset at a date and time as agreed on by the parties.
- 27
28

1 IT IS SO STIPULATED.

2 Dated: October 18th, 2023

Dated: October 19th, 2023

3 LEWIS BRISBOIS BISGAARD &
4 SMITH LLP

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

5 /s/ Alia Najjar

6 S. BRENT VOGEL, ESQ.
Nevada Bar No. 6858
7 ALIA NAJJAR, M.D., ESQ.
Nevada Bar No. 12832
8 6385 S. Rainbow Boulevard, Suite 600
9 Las Vegas, Nevada 89118
10 Attorney for Respondent, Ajumobi
Charles Agu, M.D.

11 IAN CUMINGS, ESQ.
Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Attorneys for Petitioner, the Investigative
Committee of the Nevada State Board of
Medical Examiners

11 ORDER

12 Based upon the foregoing stipulation of the parties, and good cause appearing:

13 IT IS HEREBY ORDERED that the hearing before the Nevada State Board of Medical
14 Examiners on Dr. Agu's summary suspension, currently set for October 19, 2023, is hereby vacated;

15 IT IS FURTHER ORDERED that Dr. Agu's license to practice medicine in the State of
16 Nevada shall remain suspended pending the parties coming to a resolution of this matter; and

17 IT IS FURTHER ORDERED that, should the parties be unable to timely resolve this matter,
18 a hearing on the summary suspension will be reset at a date and time as agreed on by the parties.

19 IT IS SO ORDERED.

20 DATED this 19th day of October, 2023.

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

3
4 In the Matter of Charges and)
5 Complaint Against)
6 AJUMOBI CHARLES AGU, M.D.,)
7 Respondent.)

CASE NO. 23-12518-1

Early Case Conference: 9:00 A.M.
February 26, 2024

FILED

FEB 21 2024

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

9 **NOTICE AND ORDER SCHEDULING EARLY CASE CONFERENCE**

10 TO: IAN J. CUMMINGS, J.D., DEPUTY GENERAL COUNSEL, NEVADA STATE
11 BOARD OF MEDICAL EXAMINERS, 9600 GATEWAY DRIVE
RENO, NV 89521

12 AJUMOBI CHARLES AGU, M.D., 273 FAR AWAY STREET, HENDERSON,
13 NV 89521

14 **NOTICE IS HEREBY GIVEN** that on July 29, 2022, a Complaint was filed in the
15 name of the Investigative Committee of the Nevada State Board of Medical Examiners pursuant
16 to Chapter 630 of the Nevada Revised Statutes, charging Respondent with violation of the
17 Medical Practice Act. A true and correct copy of said Complaint was personally served upon
18 Respondent on August 6, 2022, and is hereby incorporated by this reference.

19 It now appearing to the undersigned Hearing Officer that, after the parties hereto had
20 entered into a settlement agreement, the matter still remains open and outstanding. Accordingly,
21 and based upon the calendar of the undersigned Hearing Officer, this Notice and Order
22 Scheduling an Early Case Conference is hereby filed.

23 **ACCORDINGLY, NOTICE IS HEREBY GIVEN** that in compliance with NRS
24 630.339(3)¹, **an Early Case Conference will be conducted on February 26, 2024, beginning**

25 ¹3. Within 20 days after the filing of the answer, the parties shall hold an early case conference at which the
26 parties and the hearing officer appointed by the Board or a member of the Board must preside. At the early case
conference, the parties shall in good faith:

27 a) Set the earliest possible hearing date agreeable to the parties and the hearing officer, panel of the Board
or the Board, including the estimated duration of the hearing;

28 b) Set dates:

(1) By which all documents must be exchanged;

1 at the hour of 9:00 A.M., in the Conference Room at the Office of the Nevada State Board of
2 Medical Examiners, located at 9600 Gateway Drive, Reno, Nevada 89521, or as soon thereafter
3 as it may be heard.

4 **NOTICE IS FURTHER HEREBY GIVEN** that the Early Case Conference shall be
5 attended by the parties in person or by any party's legal counsel of record and will be conducted
6 by the undersigned Hearing Officer in order to discuss and designate the dates for the Pre-
7 Hearing Conference and Hearing and other procedural matters established in NRS 630.339.
8 Respondent may elect to participate in the Early Case Conference by telephone if prior
9 arrangements are made with the General Counsel for the Investigative Committee of the Nevada
10 State Board of Medical Examiners in sufficient time prior to the time and date fixed to arrange
11 that alternative means of participation.

12 **NOTICE IS FINALLY HEREBY GIVEN** that the possible sanctions authorized by
13 NRS 630.352 and NRS 622.400 to be imposed on the Respondent based on a sustained charge in
14 regard to one or more of the issues raised in said Complaint include one or more of the following
15 sanctions:

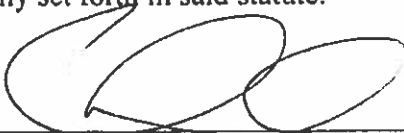
- 16 A. Placement on probation for a specified period on any of the conditions specified in
17 the order;
- 18 B. Administration of a public reprimand;
- 19 C. Suspension of his license for a specified period or until further order of the Board;
- 20 D. Revocation of his license to practice;
- 21 E. A requirement that he participate in a program to correct alcohol or drug
dependence or any other impairment;
- 22 F. A requirement that there be specified supervision of his practice;
- 23 G. A requirement that he perform public service without compensation;
- 24 H. A requirement that he take a physical or mental examination or an examination

-
- 25
 - 26 (2) By which all prehearing motions and responses thereto must be filed;
 - 27 (3) On which to hold the prehearing conference; and
 - 28 (4) For any other foreseeable actions that may be required for the matter;
 - (c) Discuss or attempt to resolve all or any portion of the evidentiary or legal issues in the matter;
 - (d) Discuss the potential for settlement of the matter on terms agreeable to the parties; and
 - (e) Discuss and deliberate any other issues that may facilitate the timely and fair conduct of the matter.

1 testing his medical competence;

- 2 I. A requirement that he fulfill certain training or educational requirements, or both,
3 as specified by the Board;
- 4 J. Imposition of a fine on you not to exceed \$5,000 for each violation;
- 5 K. A requirement that a practitioner licensed by the State Board of Medical
6 Examiners, pursuant to NRS 622.400 pay all costs incurred by the Board relating
7 to the disciplinary proceedings as more fully set forth in said statute.

8 DATED this 21 day of February, 2024.


9 CHARLES B. WOODMAN, Hearing Officer
10 Nevada State Board of Medical Examiners
11 548 W. Plumb Lane, Suite B
12 Reno, Nevada 89509
13 (775) 786-9800
14 hardywoodmanlaw@msn.com

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 NOTICE AND ORDER SCHEDULING EARLY CASE CONFERENCE addressed as follows:

Ian J. Cummings, J.D., Deputy General Counsel,
Nevada State Board of Medical Examiners
9600 Gateway Drive, Reno, NV 89521

Ajumobi Charles Agu, M.D.
273 Far Away Street, Henderson, NV 89521

DATED this 21st day of Feb, 2024



MEG BYRD, Legal Assistant
Nevada State Board of Medical Examiners

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

FILED

MAR - 4 2024

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: [Signature]

In the Matter of Charges and
Complaint Against
AJUMOBİ AGU, M.D.,
Respondent.

CASE NO.: 23-12518-1

NOTICE AND ORDER SCHEDULING PRE-HEARING AND HEARING

TO: IAN J. CUMINGS, J.D., DEPUTY GENERAL COUNSEL, NEVADA STATE
BOARD OF MEDICAL EXAMINERS, 9600 GATEWAY DRIVE
RENO, NV 89521

AJUMOBİ CHARLES AGU, M.D., 273 FAR AWAY STREET, HENDERSON,
NV 89521

On Monday, February 26, 2024, a continued telephonic Early Case Conference was conducted in this matter. Donald K. White, Esq., was present on behalf of the Investigative Committee in the conference room of the Nevada State Board of Medical Examiners. Patricia Egan Daehnke, Esq., and Amanda Rosenthal, Esq., appeared telephonically on behalf of Respondent. The undersigned Hearing Officer also participated telephonically. Formal dates were set for the pre-hearing conference, exchange of documents, and the hearing date.

Accordingly, in compliance with NAC 630.465, a pre-hearing conference will be conducted on Wednesday, May 6, 2024, beginning at the hour of 10:00 A.M., Pacific Standard Time, in the conference room at the Office of the Nevada State Board of Medical Examiners, 9600 Gateway Drive, Reno, Nevada 89521. The conference, to be attended by the parties in person or by counsel,¹ will be conducted before the undersigned hearing officer to assure that all written information and documentation to be presented by the parties at the formal hearing is fully and completely exchanged.

¹ Respondent or Respondent's counsel may participate in the pre-hearing conference by telephone if prior arrangements are made with counsel for the Investigative Committee.

1 At the pre-hearing conference each party is to provide the other party with a copy of the
2 list of witnesses they intend to call to testify, including their qualifications, as well as a brief
3 summary of their anticipated testimony. If a witness is not included in the list of witnesses, that
4 witness may not be allowed to testify at the hearing unless good cause is shown.

5 **The formal hearing in this matter is hereby scheduled for Monday, June 17, 2024,**
6 **commencing at 9:00 A.M., and Tuesday, June 18, 2024, commencing at 9:00 A.M. at the**
7 **Office of the Nevada State Board of Medical Examiners, 9600 Gateway Drive, Reno, Nevada**
8 **89521. Respondent must be present at the hearing in person. Following the hearing, the hearing**
9 **officer will submit to the Board a synopsis of the testimony taken at the hearing and make a**
10 **recommendation on the veracity of witnesses if there is conflicting evidence or if credibility of**
11 **witnesses is a determining factor, and thereafter the Board will render its decision. NAC**
12 **630.470.**

13 Any other hearings previously set in this matter which conflict with the hearing schedule
14 set out herein are vacated.

15 All further pleadings in this case will be served upon Respondent's counsel in accordance
16 with the Board's standard practices.

17 It is further ordered that legal counsel for the Investigative Committee and Respondent or
18 Respondent's counsel shall keep this hearing officer advised of each issue which has been
19 resolved by negotiation or stipulation, or any other change in the status of this case.

20 DATED this 1st day of March, 2024.



21
22 CHARLES B. WOODMAN, Hearing Officer
23 Nevada State Board of Medical Examiners
24 548 W. Plumb Lane, Suite B
25 Reno, Nevada 89509
26 (775) 786-9800
27 hardywoodmanlaw@msn.com
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 document addressed as follows:

IAN J. CUMINGS, J.D., DEPUTY GENERAL COUNSEL
NEVADA STATE BOARD OF MEDICAL EXAMINERS
9600 GATEWAY DRIVE
RENO, NV 89521

AJUMOBİ CHARLES AGU, M.D.
273 FAR AWAY STREET
HENDERSON, NV 89521

DATED this 4th day of March, 2024.



Legal Assistant
Nevada State Board of Medical Examiners

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

MAY - 3 2024

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 and the Hearing Officer's Scheduling Order filed on March 4, 2024.

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. Ernesto Diaz, Chief of Investigations
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, NV 89521

Mr. Diaz, or his designee, is expected to verify documentary evidence obtained during the investigation of this case and testify regarding the investigation of this matter.

- b. Johnna LaRue, Deputy Chief of Investigations
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, NV 89521

Ms. LaRue is expected to verify documentary evidence obtained during the investigation of this case and testify regarding the investigation of this matter.

///

c. Ajumobi Charles Agu, M.D.

Dr. Agu is expected to testify regarding the facts and circumstances surrounding the formal Complaint in this case.

d. All witnesses identified by Respondent in his prehearing conference statement and/or in any subsequent amended, revised or supplemental prehearing conference statement, or list of witnesses disclosed by Respondent of persons he 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 exhibits 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	Settlement Agreement and Order, Case No. 22-12518-1, dated December 2, 2022	0001-0008
2	Letter from Ms. LaRue to Dr. Agu RE Compliance , dated December 9, 2022	0009-0010
3	Public Reprimand Letter to Dr. Agu, dated December 15, 2022	0011
4	Letter from Ms. LaRue to Dr. Agu RE Reminder of Compliance with Settlement Agreement, dated April 21, 2023	0012
5	Ethics and Boundaries Assessment Services Scoring Report for Respondent, dated April 25, 2023	0013-0014
6	PBI Education Medical Record Keeping Course Credit, dated June 24-25, 2023	0015
7	Proof of Service of Compliance Letter, Settlement Agreement and Public Reprimand, dated January 3, 2023	0016-0017
8	Prescription Monitoring Program Report for Respondent for August 28, 2022, through August 28, 2023, Report Prepared August 29, 2023	0018-0108
9	Prescription, dated July 20, 2023, Written by Respondent	0109

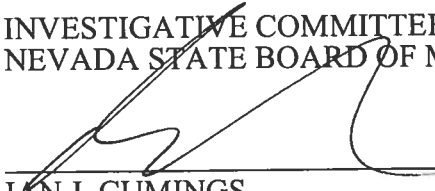
EXHIBIT NO.	DESCRIPTION	BATES RANGE (NSBME)
10	Prescription, dated August 3, 2023, Written by Respondent	0110
11	Prescription, dated July 24, 2023, Written by Respondent	0111
12	Prescription, dated July 19, 2023, Written by Respondent	0112
13	Prescription, dated July 24, 2023, Written by Respondent	0113
14	Prescription, dated July 10, 2023, Written by Respondent	0114
15	Prescription, dated July 12, 2023, Written by Respondent	0115
16	Prescription, dated July 17, 2023, Written by Respondent	0116
17	Prescription, dated July 17, 2023, Written by Respondent	0117
18	Nevada State Board of Pharmacy Notice of Intended Action and Accusation with Exhibits, dated September 18, 2023	0118-0168

The IC reserves the right to use any exhibits relied upon or identified by Respondent and reserves the right to amend and supplement this list of exhibits as required prior to the Prehearing Conference.

DATED this 3rd day of May, 2024.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By:


IAN J. CUMINGS
Senior Deputy General Counsel
9600 Gateway Drive
Reno, NV 89521
Tel: (775) 688-2559
Email: icummings@medboard.nv.gov
Attorney for the Investigative Committee

CERTIFICATE OF SERVICE

I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 5th day of May, 2024 I served a file-stamped copy of the foregoing **PREHEARING CONFERENCE STATEMENT OF THE INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXAMINERS**, with Exhibits 1-18, via Fed Ex 2-Day Mail, postage pre-paid, to the following parties:

AJUMOBI CHARLES AGU, M.D.
273 Far Away Street
Henderson, NV 89074
Tracking No.: 7762 2682 0827

CHARLES WOODMAN, ESQ.
Law Offices of Charles Woodman
548 W. Plumb Lane, Suite B
Reno, NV 89509
Tracking No.: 7762 2676 3140

Courtesy copy of the Prehearing Statement by email sent to:

AJUMOBI CHARLES AGU, M.D.
ajumobiagu@yahoo.com.com

CHARLES WOODMAN, ESQ.
hardywoodmanlaw@msn.com

DATED this 3rd day of May, 2024.



MERCEDES FUENTES
Legal Assistant
Nevada State Board of Medical Examiners

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of the Charges and Complaint

Case No.: 23-12518-1

Against:

AJUMOBI CHARLES AGU, M.D.,

Respondent.

FILED

JUN - 6 2024

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: _____

**THE INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF
MEDICAL EXAMINERS' MOTION TO RECUSE HEARING OFFICER
CHARLES WOODMAN, ESQ. PURSUANT TO NRS 622A.360(2)(b)**

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board) by and through counsel, Ian J. Cumings, Senior Deputy General Counsel for the Board, and attorney for the IC, respectfully moves for recusal of hearing officer Charles Woodman, Esq. ("Woodman") from the IC's case against Ajumobi Charles Agu, M.D. based on the following:

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Motion to Recuse Woodman from hearing this case is filed because of a difference between Woodman and the IC regarding interpretation of NRS 630.336 and NRS 622A.330. The IC's position with respect to confidentiality and discoverability of the investigative file is a legitimate and longstanding interpretation of the relevant statutes. The interpretation is supported by case law and due process considerations and is consistent with a prior decision by a different hearing officer. The IC does not make these statutes and does not have the authority to defy them. The differing statutory interpretations between the IC and Woodman has led to court intervention by way of Petitions for Writ of Mandamus filed by the Board on April 17, 2024, and May 31, 2024, in which Woodman is the Respondent.

Additionally, as this disagreement relates to confidential, non-discoverable information that cannot be made confidential again once it is out to the public, the Board must seek court

1 intervention prior to the disclosure of the documents. This is not an issue that the Board seeks to
2 unfairly pursue because it wants to penalize or hide information from respondents. The Board
3 must follow its statutory provisions and cannot arbitrarily decide as it sees fit when to apply and
4 when not to apply its governing provisions.

5 II. FACTUAL BACKGROUND

6 On April 17, 2024, the Board, filed its Petition for Writ of Mandamus against Hearing
7 Officer Charles Woodman ("Woodman"), ("Board's Petition, case number CV24-00838") seeking
8 a writ ordering Woodman to rescind a Summary Prehearing Order filed April 11, 2024,
9 compelling disclosure of the Investigative Committee of the Board's confidential investigative file
10 in the Matter of Charges and Complaint Against: SAMUEL RODOLFO CHACON, M.D. The IC
11 indicated that because of the confidentiality of the investigative file, it could not produce the file
12 until a determination by the Court on the writ petition. Woodman issued an Order Staying All
13 Proceedings in the CHACON matter which was set to go to hearing before Woodman on May 13,
14 2024, pending resolution of the Board's Petition, case number CV24-00838.

15 On May 31, 2024, the Board, filed its Petition for Writ of Mandamus against Woodman,
16 ("Board's Petition, case number CV24-01206") seeking a writ ordering Woodman to rescind an
17 Order on Prehearing Motions filed May 29, 2024, compelling disclosure of the Investigative
18 Committee of the Board's confidential investigative file related to the IC's formal complaint
19 against DAVID KAYLE McCLEVE, PA-C ("McCLEVE").

20 The Board's Petition, case number CV24-01206, was filed after Woodman ordered the
21 case against McCLEVE to proceed to a hearing over the objections of the IC's counsel on May
22 30, 2024, the first day of the hearing on the formal complaint against McCLEVE. The IC
23 suggested that the formal complaint against McCLEVE should be stayed pending resolution of the
24 legal issues in the Board's Petition, case number CV24-00838. Alternatively, IC counsel
25 suggested that Woodman stay his Order on Prehearing Motions, take evidence as provided by the
26 parties pursuant to NAC 630.465, and make his recommendations to the Board after hearing the
27 case against McCLEVE on the merits, and reserve determination on the legal issue to the
28 appropriate forum, the Board or the Court.

1 During oral argument at McCLEVE's hearing on his motion for the IC to produce its
2 investigative file, it was discussed that the IC would need to seek further Court intervention at
3 which time Woodman inquired whether the Board would appeal the matter if it was not successful
4 in district court. Counsel for the IC refused to share attorney client discussions or litigation
5 strategies with Woodman who is the respondent in the writ proceedings.

6 Woodman denied the IC's request for continuance of the McCLEVE case notwithstanding
7 that the IC maintained that the underlying legal issue must be decided by the court before the IC
8 would produce the legal file as he had ordered. Finally, Woodman further escalated issues at the
9 McCLEVE hearing when he directed a Board witness to answer questions regarding IC
10 proceedings, over the objection of IC Counsel noting that IC proceedings are confidential based
11 on a different confidentiality provision than the provision on which he had previously ruled.

12 Woodman, at the end of the morning session of the McCLEVE hearing on May 30, 2024,
13 entertained an oral motion by McCLEVE to dismiss the formal complaint against him. Thereafter,
14 Woodman stated that he would grant the motion to dismiss, wrap the case and send his
15 recommendation to the Board that the case does not go any further. Woodman terminated the
16 proceeding without hearing the case on the merits but not before a soliloquy admonishing the IC's
17 counsel and the Board for not providing discovery to McCLEVE which is the subject of the writ
18 petition. IC Counsel indicated its intent to preserve the legal issue by filing a second writ petition,
19 which it did.

20 In his May 30, 2024, soliloquy on the record of the McCLEVE hearing, Woodman
21 referenced the Board's General Counsel directly regarding the intent to file the writ – calling the
22 Board's action unconscionable and stating that in the real world of civil and criminal law - they
23 would laugh at the Board. He further advised counsel to go to court to ask that the writ be
24 combined with the writ that is already pending. He also admonished the Board accusing it of not
25 being fair because the Board will not stipulate around its statutory duties and noted his belief that
26 the Board must be doing something wrong because he has heard Board cases for years and this
27 issue has never come up.

28 ///

1 On June 4, 2024, the IC filed its first Motion to Recuse Hearing Officer Charles
2 Woodman, Esq. from hearing the Matter of Charges and Complaint Against: ANNABEL
3 ELIZABETH BARBER, M.D. because his comments at the McCLEVE hearing would lead a
4 reasonable person to question whether Woodman could be impartial in hearing Board cases while
5 the Board was disputing, in Court, his interpretation of the Board's discovery and confidentiality
6 provisions.

7 At the beginning of the hearing in the BARBER matter, on June 4, 2024, Woodman
8 considered the Motion to Recuse himself and denied it as untimely because it was not filed at least
9 10 days prior to the hearing date as required by NRS 622A.360 notwithstanding that the facts
10 giving rise to the request for recusal occurred on May 30, 2024, and that that Woodman could
11 have allowed a motion within such other times as he deemed appropriate. Nevertheless, Woodman
12 used additional time on the record in the BARBER case to explain that he thought he could be
13 impartial because he had a long career where he was able to get along with people with whom he
14 had disagreements.

15 Woodman also rejected a motion by BARBER seeking the IC's entire investigative file as
16 untimely; however, Woodman allowed her to attempt to seek witness testimony regarding the
17 contents of the confidential investigative file and confidential IC proceedings. The first witness, a
18 seasoned investigator, did not answer the questions because IC counsel objected, and because she
19 knew based on her over 17 years of experience as a Board investigator, that IC proceedings and
20 the investigative file are confidential. BARBER also attempted to obtain confidential investigative
21 file and IC proceeding information from the IC's peer reviewer who testified on behalf of the IC.

22 Woodman's actions and commentary during the BARBER hearing regarding the IC, Board
23 and its counsel further demonstrate that he is biased toward the IC. Woodman continued to make
24 verbal jabs to the IC calling it repugnant and, on several occasions, accused the IC of hiding the
25 ball, being unfair to licensees, and said that the IC's failure to produce documents promoted
26 distrust in the system, even though his position is counter to the longstanding interpretation of the
27 IC and is the subject of multiple legal proceedings.

28 ///

1 Woodman terminated the BARBER proceedings midafternoon on June 4, 2024, prior to
2 the end of the hearing and did not indicate when the hearing would resume leaving the IC in limbo
3 as to fulfilling its statutory duties.

4 **III. LEGAL ARGUMENT**

5 NRS 622A.360(2)(b) provides for a motion requesting, for good cause, the recusal of the
6 hearing officer from participation in a case. While a recusal motion may be made to a hearing
7 officer, panel or the regulatory body, by its plain language, the provision requires the person
8 hearing the matter to determine whether they should recuse themselves. *See also Crandell v.*
9 *Pennsbury Tp. Bd. of Supervisors*, 985 A.2d 288, 296 (2009) (“Recusal motions are directed in the
10 first instance to the official whose recusal is sought, for that official’s self-assessment”). Black’s
11 Law Dictionary defines good cause as a legally sufficient ground or reason for granting the
12 request. While this is not a judicial proceeding, NRS 1.230(1) provides guidance here in that a
13 judge shall not act in a proceeding when he entertains actual bias or prejudice for or against one of
14 the parties to the action.

15 The party seeking recusal must show that a judge is biased but if a judge’s impartiality
16 might reasonably be questioned, then the judge should recuse himself. *See NCJC Rule 2.11(A).*
17 *See also Roe v. Roe*, 535 P.3d 274, 291, 139 Nev. Adv. Op. 21 (holding that ultimately the judge
18 should be disqualified if “a reasonable person, knowing all the facts, would harbor reasonable
19 doubts about the [judge’s] impartiality”). *Id.*, citing *Ybarra v. State*, 127 Nev. 47, 51, 247 P.3d
20 269, 272 (2011).

21 In this case, Woodman has demonstrated that he cannot be impartial in the handling of the
22 disciplinary proceeding of McCLEVE because, in violation of the duty of the Board to determine
23 the continued competency of its licensees¹, Woodman continues to apply his interpretation of the
24 law and uses his power as the hearing officer to seek to have Board cases dismissed without being
25 heard on the merits of the complaint.

26 The second writ petition was filed on May 31, 2024, which was precipitated by his desire
27 to dismiss the case against McCLEVE prior to hearing the case on the merits because the Board
28

¹ *See* NRS 630.003(1)(b).

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

1 did not immediately turn over its entire investigative file. Without the actual authority to grant
2 dismissal², he indicated on the record of the McCLEVE hearing that he would wrap this hearing
3 and send his recommendations to the Board that this case does not go any further. He used time
4 on the record to excoriate the Board for its unfairness while never citing any legal provisions in
5 support of his harsh critique.

6 The disagreement Woodman has with the Board and its counsel regarding the
7 interpretation of the legal provisions has escalated to the point where Woodman cannot hide his
8 biased even as he tries to convince the parties that he gets along with everyone. He rejected a
9 request to continue the McCLEVE hearing pending the determination on the pending writ
10 proceedings in the CHACON matter which further demonstrates that his decision making is
11 unreasoned and unbiased as waiting for court input is appropriate when litigation has been
12 initiated challenging his statutory interpretation especially as confidential materials cannot be
13 made confidential again after it is released to the public. Additionally, Woodman had previously
14 ordered the proceedings stayed in CHACON.

15 Woodman inappropriately sought attorney client information from IC counsel regarding
16 the IC's intentions in the CHACON writ litigation in which he is the Respondent, while at the
17 same time holding the power as the hearing officer to affect the outcome of the McCLEVE case.
18 Woodman also inquired on the record whether the Board would name McCLEVE as a party in
19 subsequent writ proceedings and then counseled McCLEVE's attorney to seek intervention in the
20 writ proceeding.

21 Woodman rejected a motion by BARBER seeking the IC's entire investigative file as
22 untimely; however, Woodman allowed BARBER to attempt to seek witness testimony regarding
23 the contents of the confidential investigative file and confidential IC proceedings. The witness, a

24 ² This is important because Woodman could easily preserve the confidentiality issue for appeal pending a
25 decision of the case on the merits. Notably, Woodman has no authority as a hearing officer to dismiss a case on the
26 grounds requested here (i.e. failure to provide confidential non discoverable information). A request for a motion to
27 dismiss is permitted by NRS 622A, if the complaint filed to initiate disciplinary proceedings fails to state facts which,
28 if true, would form a sufficient basis for discipline. Any findings and recommendations of the hearing officer are only
final if approved by the regulatory body which may approve, modify, reject, remand, order trial de novo, or take any
other action it deems appropriate. For this reason, IC counsel requested that the hearing on the merits go forward, and
Woodman could provide his opinion on the legal issue of confidential discovery in his recommendations after hearing
all the evidence.

1 seasoned investigator, did not answer the questions because IC counsel objected, and because she
2 knew based on her over 17 years of experience as a Board investigator, that IC proceedings and
3 the investigative file are confidential.

4 However, Woodman's actions and commentary during the BARBER hearing regarding the
5 IC, Board and its counsel further demonstrated that he cannot be impartial toward the IC. On the
6 record in the BARBER hearing, Woodman continued to make verbal jabs to the IC calling it
7 repugnant and, on several occasions, accused the IC of hiding the ball, being unfair to licensees,
8 and said that the IC's failure to produce documents promoted distrust in the system, even though
9 his position is counter to the longstanding interpretation of the IC and is the subject of multiple
10 legal proceedings.

11 Finally, questions and objections regarding confidential materials dominated the BARBER
12 hearing and as Woodman's animus toward the IC is clear, BARBER continued her questioning
13 unfettered. A frustrated Woodman, midway through the BARBER hearing, suspended the hearing,
14 indicated that he did not want to hear from counsel, and noted that he wished to talk to the Board
15 Chairman, Dr. Spirtos³, about fairness. He directed counsel not to contact him regarding the
16 rescheduling of the hearing.

17 Woodman has continually demonstrated his intent to eviscerate the IC on the record in
18 hearings and continues to accuse the IC of wrongdoing because it is seeking to enforce
19 confidentiality and discovery provisions pending a court decision on an important issue of
20 statutory construction instead of immediately agreeing with his unlawful orders. Woodman, took
21 time on the record during the McCLEVE and BARBER hearings to lay out his grievances toward
22 the Board specifically using the exact words repugnant, outrageous, unconscionable, and unfair,
23 (among others) in two disciplinary proceedings. Respondent's counsel has used Woodman's anger
24 toward the IC to disrupt the proceedings, which he has permitted and supported. Any reasonable
25 person witnessing or with knowledge of his verbal abuse and personal
26 ///

27 _____
28 ³ Dr. Spirtos is the Chair of the IC that authorized filing of the formal complaint against CHACON,
McCLEVE, and BARBER. Counsel for the IC is the prosecutor each of those cases. Dr. Spirtos is also the Chair of
the Board, and the Board is the Petitioner in the pending writ proceedings. Accordingly, Woodman should not speak
to Dr. Spirtos without the presence of counsel.

1 attacks of the Board at the McCLEVE and BARBER hearings for maintaining its legal position
2 would harbor reasonable doubts about his impartiality.⁴

3 **IV. CONCLUSION**

4 Woodman's feelings and opinions are conclusory - he just does not feel that the Board is
5 fair. His tone, forum, and timing of comments at the McCLEVE and BARBER hearings raise
6 questions of his impartiality in considering the disciplinary hearings of the IC. Accordingly, the IC
7 requests that Woodman recuse himself from this instant matter. The IC requests that the hearing
8 scheduled for June 17th and 18th, 2024 including Woodman as the Hearing Officer and this
9 matter be postponed until the reassignment to an alternative hearing officer can be accomplished.

10 DATED this 6th day of June, 2024.

11 INVESTIGATIVE COMMITTEE OF THE
12 NEVADA STATE BOARD OF MEDICAL EXAMINERS

13 By: 

14 IAN J. CUMINGS
15 Senior Deputy General Counsel
16 9600 Gateway Drive
17 Reno, NV 89521
18 Tel: (775) 688-2559
19 Email: icumings@medboard.nv.gov
20 *Attorney for the Investigative Committee*

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27
28 ⁴ The Board will supplement this recusal request to complete the record pending receipt of the final transcript of the May 30, 2024, hearing in the matter of the IC's formal complaint against DAVID KAYLE McCLEVE, PA-C and the June 4, 2024, hearing in the matter of the IC's formal complaint against ANNABEL ELIZABETH BARBER, M.D.

CERTIFICATE OF SERVICE

I hereby certify that I am employed by the Nevada State Board of Medical Examiners and that on the 6th day of June, 2024 I served a file-stamped copy of the foregoing THE INVESTIGATIVE COMMITTEE OF THE NEVADA STATE BOARD OF MEDICAL EXAMINERS' MOTION TO RECUSE HEARING OFFICER CHARLES WOODMAN, ESQ. PURSUANT TO NRS 622A.360(2)(b), via U.S. Certified Mail, postage pre-paid, to the following parties:

AJUMOBI CHARLES AGU, M.D.
273 Far Away Street
Henderson, NV 89074

Tracking No.: 9171 9690 0935 0252 5681 26

CHARLES WOODMAN, ESQ.
Law Offices of Charles Woodman
548 W. Plumb Lane, Suite B
Reno, NV 89509

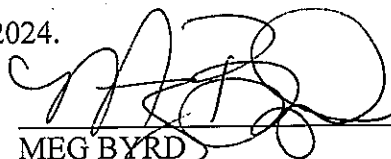
Tracking No.: 9171 9690 0935 0252 5681 33

Courtesy copy of the Prehearing Statement by email sent to:

AJUMOBI CHARLES AGU, M.D.
ajumobiagu@yahoo.com.com

CHARLES WOODMAN, ESQ.
hardywoodmanlaw@msn.com

DATED this 6th day of June, 2024.



MEG BYRD
Legal Assistant
Nevada State Board of Medical Examiners

JUN 17 2024

NEVADA STATE BOARD OF
MEDICAL EXAMINERSBy: **BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA**

In the Matter of Charges and

Complaint Against

AJUMOBI CHARLES AGU, M.D.,

Respondent.

CASE NO. 23-12518-1**ORDER CONTINUING HEARING**

TO: IAN J. CUMMINGS, J.D., DEPUTY GENERAL COUNSEL, NEVADA
STATE BOARD OF MEDICAL EXAMINERS, 9600 GATEWAY DRIVE
RENO, NV 89521

AJUMOBI CHARLES AGU, M.D., 273 FAR AWAY STREET,
HENDERSON, NV 89521

NOTICE IS HEREBY GIVEN that the formal hearing of this matter scheduled for June 17-18, 2024, is hereby continued until further notice from the undersigned hearing officer. Inasmuch as counsel for the Investigative Committee of the Nevada State Board of Medical Examiners have file mesne writs with the District Court challenging this hearing officer's rulings on critical discovery issues, and the disagreements between counsel and this hearing officer concerning those issues have resulted recently in hearings that have proven to be a waste of resources, this hearing officer will await the court's decision on the writs prior to hearing evidence on the cases assigned.

When the District Court has made its ruling, this hearing officer will notice the parties hereto for a time to reset this hearing.

DATED this 14th day of June, 2024.



CHARLES B. WOODMAN, Hearing Officer
Nevada State Board of Medical Examiners
548 W. Plumb Lane, Suite B
Reno, Nevada 89509
(775) 786-9800
hardywoodmanlaw@msn.com


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 CONTINUING HEARING addressed as follows:

Ian J. Cummings, J.D., Deputy General Counsel,
Nevada State Board of Medical Examiners
9600 Gateway Drive, Reno, NV 89521

Ajumobi Charles Agu, M.D.
273 Far Away Street, Henderson, NV 89521

DATED this 17th day of June, 2024


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 In the Matter of Charges and
5 Complaint Against

Case No.: 23-12518-1

FILED

6 AJUMOBI CHARLES AGU, M.D.,

SEP 11 2024

7 Respondent.

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: 

9
10 TO: Ian J. Cummings
11 Senior Deputy General Counsel
12 Nevada State Board of Medical Examiners
13 9600 Gateway Drive
14 Reno, Nevada 89521

15 Ajumobi Charles Agu, M.D.
16 273 Far Away Street
17 Henderson, NV 89521

18 **ORDER SCHEDULING STATUS CONFERENCE**

19 **NOTICE IS HEREBY GIVEN** that a status conference will be conducted for the above-
20 referenced matter on **Thursday, September 19, 2024, at 10:00 a.m.**, and will be held via a
21 conference call. Unless directed otherwise prior to the scheduled date and time, the conference
22 call number will be 1-605-475-2200 and the access code will be 8792457. The parties shall
23 participate in the conference call individually or by and through counsel, if counsel has been
24 retained, and shall be prepared to discuss the case status.

25 DATED this 11th day of September 2024.

26 By:



Patricia Halstead, Esq.
Hearing Officer
(775) 322-2244

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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 SCHEDULING STATUS
CONFERENCE addressed as follows:

Ian J. Cummings
Senior Deputy General Counsel
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521

Ajumobi Charles Agu, M.D.
273 Far Away Street
Henderson, NV 89521

DATED this 11th day of September, 2024.

Meg Byrd
Signature
Meg Byrd
Print
Legal Assistant
Title

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

3 * * * * *

4 In the Matter of Charges and
5 Complaint Against

Case No.: 23-12518-1

6 AJUMOBİ CHARLES AGU, M.D.,
7 Respondent.

FILED

SEP 20 2024

**NEVADA STATE BOARD OF
MEDICAL EXAMINERS**
By: _____

10 TO: Ian J. Cummings
11 Senior Deputy General Counsel
12 Nevada State Board of Medical Examiners
13 9600 Gateway Drive
14 Reno, Nevada 89521

15 Ajumobi Charles Agu, M.D.
16 273 Far Away Street
17 Henderson, NV 89521

18 **ORDER SCHEDULING HEARING**

19 **NOTICE IS HEREBY GIVEN** that the formal hearing for the above-captioned matter is
20 hereby scheduled for **November 26, 2024**. The hearing will commence at 8:30 a.m. Unless
21 otherwise determined, counsel for the IC and the undersigned hearing officer shall attend from the
22 Reno office of the Nevada State Board of Medical Examiners, 9600 Gateway Drive, Reno,
23 Nevada 89521, and Respondent (and Respondent's counsel, if counsel is retained) shall attend
24 from the Las Vegas office of the Nevada State Board of Medical Examiners, 325 E Warm Springs
25 Road, Suite 225, Las Vegas, Nevada 89119. Witnesses for the parties may appear in person from
26 either location.

27 Within five (5) business days of the date of this order, Respondent shall provide the IC
28 with any and all documentation sought to be relied upon at the formal hearing that the IC may not
already be in possession of. If at the formal hearing either party seeks to rely upon documentation
not previously produced, such documentation will not be permitted unless good cause is shown.

Following the hearing, the undersigned hearing officer will submit to the Board written findings and recommendations pursuant to NRS 622A.300 that, pursuant to NAC 630.470, will include a synopsis of the testimony taken at the hearing as well as a recommendation on the veracity of witnesses if there is conflicting evidence or if credibility of witnesses is a determining factor. Thereafter the Board will render its decisions. NAC 630.470.

Should the parties deem a status conference necessary at any juncture of the proceeding, they shall coordinate at least three proposed dates and times and may jointly email the undersigned hearing officer with the proposed dates and times and request a status conference and state the basis for the request.

DATED this 19th day of September 2024.

By:

Patricia Halstead, Esq.
Hearing Officer
(775) 322-2244

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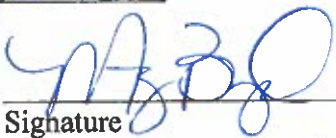
CERTIFICATE OF SERVICE

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 SCHEDULING HEARING addressed
as follows:

Ian J. Cummings
Senior Deputy General Counsel
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521

Ajumobi Charles Agu, M.D.
273 Far Away Street
Henderson, NV 89521

DATED this 20th day of September 2024.



Signature
Meg Byrd

Print
Legal Assistant

Title