

Dr. Kolade's Request



Maria Nutile, Esq.*
Bridget Kelly, Esq.**

* licensed in NV, AZ and CO

**licensed in NV and AZ

February 11, 2026

VIA EMAIL

nsbme@medboard.nv.gov

Nevada State Board of Medical Examiners
9600 Gateway Dr.
Reno, NV 89521

***Re: Request for Modification of the Terms of the Previously Approved Settlement Agreement
BME Case #25-41463-1
Akindele Kolade, M.D.***

To Whom It May Concern:

This firm represents Dr. Akindele Kolade in the above referenced matter. In that regard, and for reasons detailed below, we write request that the Nevada State Board of Medical Examiners consider modification of the terms of the Settlement Agreement in the above referenced matter, approved by the Board on December 12, 2025, and that this request be included on the agenda for the Board Meeting scheduled for March 6, 2026.

The Settlement Agreement provides, in pertinent part, for a two (2)-year fully stayed suspension with a two (2) year probation. Unfortunately, the consequences of the probation itself have proved unduly burdensome for Dr. Kolade. Specifically, the American Board of Psychiatry and Neurology ("ABPN") deems the probation to be a "restriction" on Dr. Kolade's license, and have determined that he is no longer qualified to hold his Board certifications in Child, Adolescent, and Adult Psychiatry for which he was re-certified in 2020. Without Board certification, Dr. Kolade consequently does not meet criteria for medical staff membership at most hospitals, or to be a participating provider with many health insurance plans. These factors are utterly crippling to his ability to practice medicine. Dr. Kolade therefore petitions the Board for early termination of the probationary status on his license.

This request is being made in accordance with the Board's cover letter to the Settlement Agreement dated December 19, 2025, which states (see p. 1, emphases added),

Respondent must complete the following terms and conditions within the Probationary Period and demonstrate compliance to the good faith satisfaction of the Board before or within twenty-four (24) months, including but not limited to, payment in full of costs and fees imposed, and at that time he may petition the Board to lift the probationary status of his license.

Although the Board generously provided Dr. Kolade with a six (6)-month payment plan for the Settlement Agreement's \$14,379.87 in fines and costs, he plans to pay that amount in full prior to the Board's consideration of this request. Additionally, he has already registered for the next PBI Proper Prescribing Course (RX-21) which will be completed on March 1, 2026, ahead of the March 6th Board meeting.

We note also that Dr. Kolade has already served, and in 2023 successfully completed, a two (2)-year stayed suspension with probation under a Stipulation with the Nevada State Board of Pharmacy (case no. 19-237-CS-S, "BOP Stipulation"), which gave rise to the present Settlement Agreement. That BOP Stipulation was based upon the same facts and circumstances as the NBME's case, which allegedly occurred between 2017 and 2019. Dr. Kolade has had no other disciplinary matters before the NBME or the BOP over all of these years.

With regard to the Settlement Agreement's final and novel requirement that he notify the Board in advance of international travel, we note that Dr. Kolade is required to comply with applicable state and federal law related to prescribing of controlled substances whether he is in the United States or not. With the DEA's Fourth Temporary Extension of COVID-19 Telemedicine Flexibilities for Prescription of Controlled Medications,¹ a bona fide therapeutic relationship can be established exclusively through telehealth, and in-person examinations are not required prior to issuing a controlled substance prescription. Electronic controlled substance prescriptions require two-factor authentication and are easily verifiable. For all intents and purposes, in this day and age it is immaterial whether Dr. Kolade issues an electronic prescription to a Nevada patient from his office or from Singapore: he must still follow applicable law, and his activities can be verified by the NBME at any time, with or without a probation in place. In any event, that reporting requirement does not serve to restrict Dr. Kolade's practice in any way, but so long as the probation is in place the ABPN will still consider Dr. Kolade's license as "restricted".

For reasons set forth above, Dr. Kolade respectfully requests that the Board lift the probationary status on his license, as it is unduly burdensome to his professional practice and not necessary to protect either the safety of the public or the integrity of the medical profession. We look forward to the opportunity to discuss this request with the Board at the March 6, 2026 meeting.

¹ 90 Fed Reg 61301 (December 31, 2025), available at <https://www.govinfo.gov/content/pkg/FR-2025-12-31/pdf/2025-24123.pdf>

Should you have any questions, I may be reached at 702.307.4871 or bridget@nutilelaw.com.

Sincerely,

NUTILE LAW



Bridget Kelly, Esq.

Enclosures:

1. Settlement Agreement and Cover Letter
2. Correspondence with ABPN
3. RX-21 Registration
4. BOP Completion of Probation, October 19, 2023

cc: Alexander J. Hinman, J.D., Deputy General Counsel ahinman@medboard.nv.gov
Maria Nutile, Esq.

Read and approved by:


AkindeleKoladeMD (Feb 11, 2026 10:12:56 PST)

Akindele Kolade, M.D.

Feb 11, 2026

Date

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Nick M. Spirtos, M.D., F.A.C.O.G.
Board President



Edward O. Cousineau, J.D.
Executive Director

December 19, 2025

Akindele Emmanuel Kolade, M.D.
c/o Bridget A. Kelly, Esq.
Nutile Law
7395 S. Pecos Road, Suite 103
Las Vegas, NV 89120

Re: Compliance Case #25-41463-1

Dear Dr. Kolade:

On December 12, 2025, the Nevada State Board of Medical Examiners approved and accepted the Settlement Agreement regarding the complaint filed on Case No. 25-41463-1 finding the following:

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

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

- Respondent's license to practice medicine in the State of Nevada shall be suspended with the suspension to be immediately stayed. Respondent's license shall be subject to suspension upon a term of probation period for twenty-four (24) months from the date of the Board's acceptance, adoption, and approval of this Agreement (Probationary Period). Respondent must complete the following terms and conditions within the Probationary Period and demonstrate compliance to the good faith satisfaction of the Board before or within twenty-four (24) months, including but not limited to, payment in full of costs and fees imposed, and at the time he may petition the Board to lift the probationary status of his license. If Respondent fails to demonstrate compliance with the terms and conditions of this Agreement, or otherwise violates the terms of this Agreement or the Medical Practice Act, the IC shall be authorized to immediately suspend Respondent's license to practice medicine in Nevada pending an Order to Show Cause Hearing on immediate suspension of his license, which will be duly noticed;
- Respondent shall notify to the Board of all international travel during the Probationary Period. Specifically, not less than one (1) week prior to any planned international travel, Respondent agrees to notify the Board, via email, of both his date of departure and his date of return to the United States ("Travel Period"). In the event of emergency or open-ended international travel, or changes to a reported Travel Period, Respondent agrees to notify the Board of his actual Travel Period as soon as practicable. If during the Travel Period Respondent prescribes a controlled substance, he shall provide the Board with medical records and billing documentation which demonstrates the existence of a bona

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

fide therapeutic relationship, as defined in NAC 639.945(4), between the patient and the Respondent at the time the prescription is issued. Respondent shall provide these documents no later than thirty (30) days from the date the prescription is issued. Any failure to notify the Board of the Travel Period or to provide the aforementioned documentation may result in immediate suspension or other action as the Board sees fit;

- Respondent will pay the costs and expenses incurred in the investigation and prosecution of the above-referenced matter in the amount of six thousand eight hundred and seventy-nine dollars and eighty-seven cents (\$6,879.87) in five (5) equal payments;
- Respondent shall pay a fine of seven thousand five hundred dollars (\$7,500) in six (6) equal payments in the amount of one thousand two hundred fifty dollars (\$1,250);
- Respondent shall perform twenty-one (21) hours of Continuing Medical Education (CME), through the Proper Prescribing (RX-21) course offered by PBI education (<https://pbieducation.com/courses/rx-21/>), within six (6) months;
- Respondent shall receive a Public Letter of Reprimand;
- 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. Please make note of the Board's 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 \$6,879.87 are due by June 15, 2026. **The first payment of \$1,146.62 is due in January 15, 2026, the second payment is due on or before February 16, 2026, the third payment is due on or before March 16, 2026, the fourth payment is due on or before April 15, 2026, the fifth payment is due on or before May 15, 2026, and the final payment is due on or before June 15, 2026.**
- 2.) The fine in the amount of \$7,500 is due by June 15, 2026. **The first payment of \$1,250 is due on or before January 15, 2026, the second payment is due on or before February 16, 2026, the third payment is due on or before March 16, 2026, the fourth payment is due on or before April 15, 2026, the fifth payment is due on or before May 15, 2026, and the final payment is due on or before June 15, 2026**
- 3.) The 21 hours of CME through the Proper Prescribing (RX-21) course offered by PBI education (<https://pbieducation.com/courses/rx-21/>) must be completed by June 12, 2026. 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.

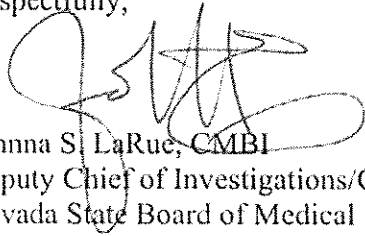
4.) Stayed Suspension and Probation lifted December 12, 2027.

5.) All Travel plans must be disclosed not less than one (1) week prior to any planned international travel, via email to jlareue@medboard.nv.gov , of both his date of departure and his date of return to the United States.

Please contact me, in writing, within 30 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 or e-mail it to me at jlareue@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

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Nick M. Spirtos, M.D., F.A.C.O.G.
Board President



Edward O. Cousineau, J.D.
Executive Director

December 30, 2025

Akindele Emmanuel Kolade, M.D.
c/o Bridget A. Kelly, Esq.
Nutile Law
7395 S. Pecos Road, Suite 103
Las Vegas, NV 89120

**Re: In the Matter of Charges and Complaint Against Akindele Emmanuel Kolade, M.D.
BME Case No. 25-41463-1**

Dr. Kolade:

On December 12, 2025, 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, Case No. 25-41463-1.

In accordance with its acceptance of the Agreement, the Board entered an Order finding you violated one (1) count of NRS 630.306(1)(b)(3), Violation of Statutes and Regulation of the Nevada State Board of Pharmacy and one (1) count of NRS 630.306(1)(p), Unsafe or Unprofessional Conduct. For this, you shall be publicly reprimanded, and your license to practice medicine in the State of Nevada shall be suspended, with the suspension to be immediately stayed. Your license shall be subject to suspension upon a term of probation period for twenty-four (24) months (Probationary Period). You must complete the following terms and conditions within the Probationary Period and demonstrate compliance to the good faith and satisfaction of the Board before or within twenty-four (24) months of the date of the Settlement Agreement, filed December 12, 2025, including but not limited to: you shall notify the Board of all international travel during the Probationary Period not less than one (1) week prior to any planned international travel. If you travel internationally during the Probationary Period and prescribe a controlled substance, you shall provide the Board with medical records and billing documentation which demonstrates the existence of a bona fide therapeutic relationship between you and the patient within thirty (30) days from the date the prescription is issued. Additionally, you shall pay a fine in the amount of seven thousand five hundred dollars (\$7,500) as well as the Board's fees and costs incurred in the investigation and prosecution of this matter. Further, you shall take twenty-one (21) hours of continuing medical education (CME) as outlined in the Settlement Agreement in addition to any regular CME hours imposed upon you as a condition of licensure in the State of Nevada.

Akindele Emmanuel Kolade, M.D.

December 30, 2025

Page 2

The Board formally and publicly reprimands 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 "Nick M. Spirtos". The signature is fluid and cursive, with a prominent initial "N" and "S".

Nick M. Spirtos, M.D., F.A.C.O.G., President
Nevada State Board of Medical Examiners

DEC/mb

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9606 Gateway Drive
Reno, Nevada 89521
(775) 688-2539

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and Complaint
Against:
AKINDELE EMMANUEL KOLADE, M.D.,
Respondent.

Case No. 25-41463-1

FILED

DEC 12 2025

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: *vswood*

SETTLEMENT AGREEMENT

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

A. BACKGROUND

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

2. On October 9, 2025, in Case No. 25-41463-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.306(1)(b)(3), Violation of Statutes and Regulations of the Nevada State Board of Pharmacy (Count 1); and one (1) violation of

¹ All agreements and admissions made by Respondent are solely for final disposition of these matters and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Any admission to malpractice herein is limited to its use in NRS 630.301(4) and is not intended to replace or be interpreted as professional negligence as used in civil litigation involving allegations under NRS Chapter 41A. Additionally, Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or federal court proceeding, or any credentialing or privileges matter.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9680 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

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

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

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

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

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

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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Reno, Nevada 89521
(775) 688-2559

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 adjudicating members of the Board.

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

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

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

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

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

OFFICE OF THE GENERAL COUNSEL

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

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

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

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

DATED this 14th day of November, 2025.

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

NUTILE LAW

23 By: Alexander J. Hinman

24 ALEXANDER J. HINMAN
25 Deputy General Counsel
26 9600 Gateway Drive
27 Reno, NV 89521
28 Tel: (775) 688-2559
Email: ahinman@medboard.nv.gov
Attorney for the Investigative Committee

By: Bridget Kelly

BRIDGET A. KELLY, ESQ.
7395 S. Pecos Rd., Suite 103
Las Vegas, NV 89120
Tel: (702) 307-4871
Email: bridget@nutilelaw.com
Attorney for Respondent

OFFICE OF THE GENERAL COUNSEL

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

Nov 14, 2025

DATED this _____ day of _____, 2025.

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By: *AK*
AKINDELE EMMANUEL KOLADE, M.D.,
Nevada License No.
Respondent

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9090 Gateway Drive
Reno, Nevada 89521
(775) 688-2559


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ORDER

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

DATED this 12th day of December, 2025.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

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



**American Board
of Psychiatry and
Neurology, Inc.**

A Member Board of the
American Board of Medical Specialties (ABMS)

Executive Committee - 2025

Board Chair

Joseph A. Cheong, MD

Board Vice Chair

Imran I. Ali, MD

Board Secretary

Amy Brooks-Kayal, MD

Board Treasurer

Andrea G. Stolar, MD

Board Member-at-Large

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Board Member-at-Large

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Chair, Psychiatry Council
Gainesville, FL

Iqbal "Ike" Ahmed, MD
Kailua, HI

Sheldon Benjamin, MD
Worcester, MA

Robert J. Boland, MD
Houston, TX

Takesha J. Cooper, MD, MS
Reno, NV

Sandra M. DeJong, MD
Cambridge, MA

David C. Henderson, MD
Boston, MA

Andrea G. Stolar, MD
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Toledo, OH

Erika Fullwood Augustine, MD, MS
Washington, DC

Nancy Bass, MD
Milwaukee, WI

Amy Brooks-Kayal, MD
Sacramento, CA

Ericka P. Greene, MD, MACM
Houston, TX

Michael S. Jaffee, MD
Gainesville, FL

Jaffar Khan, MD
Atlanta, GA

Benn E. Smith, MD
Scottsdale, AZ

*Please address all
communications to:*

Jeffrey M. Lyness, MD
President and CEO
7 Parkway North
Deerfield, IL 60015

Phone: 847.229.6500

Fax: 847.229.6600

Website: abpn.org

January 09, 2026

(167446)

Akindele Emmanuel Kolade, M.D.

Cal Psychiatric Services

4530 S Eastern Ave Ste 1

Las Vegas, NV 89119-6181

Dear Dr. Kolade:

The American Board of Psychiatry and Neurology (ABPN) has been informed that your license to practice medicine in Nevada is restricted.

ABPN policy states, "Restrictions include but are not limited to any revocation, suspension, limitation or prohibition against attaining any Drug Enforcement Administration license and/or any licensing board action that results in revocation, cancellation, suspension, condition, obligation, requirement, probation, forfeiture, surrender, failure to renew, prohibition against applying or renewing, lapse, inactive status or contingency imposed upon a license or in any way relevant to the physician's privilege to practice professionally regardless of whether the restriction was imposed by an adjudicated order, agreed order, non-contested order, consent order, agreement, stipulation, settlement, or plea agreement. In addition, restrictions include any incarceration as a result of any criminal charges, indictments and/or convictions."

A Diplomate who is in possession of a restricted medical license pursuant to these policies, whether the Board knows of the restriction or not, no longer meets the Board's licensure requirements and shall, without any action necessary by the Board or any right to a hearing, automatically lose their Diplomate status in all specialties and subspecialties for which the individual has received a certificate from the Board, and all such certificates shall be invalid.

Due to the restriction of your medical license it appears that you no longer meet the licensure requirements of this Board. Physicians who do not meet the licensure requirements of the Board are no longer certified.

If the information obtained by the Board is incorrect in any way, please email the ABPN DANS Administrator at credentials@abpn.org. In addition, within 30 days of the date of this letter, you may provide any documentation contradicting the information we have received.

Sincerely,

Jeffrey M. Lyness, M.D.
President and CEO

JML/as

From: Amy Stevens <astevens@abpn.org>
To: Akin <kolade1@yahoo.com>
Sent: Monday, February 2, 2026 at 07:27:48 AM PST
Subject: RE: Respectful Request for Reinstatement of ABPN Board Certifications

Dear Dr. Kolade,

Thank you for letter to ABPN and for your thorough explanation. While we can certainly appreciate your efforts, all licenses held by each diplomate must meet/satisfy the ABPN's licensure policy as outlined here: [Licensure](#)

It does include probation of a license as a restriction. While we can understand and hear your reasonings behind your decision, ABPN must remain fair and adhere to our policies which considers only the conditions of the recorded order, which will lead to the invalidation of certification.

When the probation period is completed with Nevada, you can contact our office, and we will be able to assist you with the certification reinstatement process at that time.

Regards,

Amy Stevens

Manager, Certification Services

American Board of Psychiatry & Neurology, Inc.

7 Parkway North, Deerfield, IL 60015

Phone: 847.229.6565 Fax: 847.229.6665

Email: astevens@abpn.org Website: www.abpn.org



We recommend questions be emailed to questions@abpn.org. ABPN staff is available to answer live calls Monday – Friday from 9:30 am – 2:30 pm CT.

From: Akin <kolade1@yahoo.com>
Sent: Friday, January 30, 2026 2:55 PM
To: ABPN Credentials <credentials@abpn.org>; Amy Stevens <astevens@abpn.org>
Subject: Respectful Request for Reinstatement of ABPN Board Certifications

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

Dear Members of the American Board of Psychiatry and Neurology (ABPN),

I am writing to respectfully request the reinstatement of my ABPN Board Certifications in **Adult Psychiatry, Child and Adolescent Psychiatry, and Addiction Psychiatry**, with retroactive effect.

I remain fully committed to the ethical standards, professionalism, and clinical excellence upheld by the ABPN. I respectfully ask the Board to consider this request in light of the totality of my professional record, the circumstances surrounding the incident in Nevada, and the supporting documentation submitted for your review.

I would also like to note, for the Board's consideration, that **my medical licenses in other jurisdictions—including California, Florida, and Washington State—remain active and in good standing**, with no restrictions or disciplinary actions. These states have continued to recognize my professional standing and competence to practice medicine and psychiatry.

Enclosed, please find all relevant documents that I believe support my request for reinstatement across all certified specialties. I sincerely appreciate the Board's time, care, and thoughtful deliberation in reviewing matters of this nature and am grateful for the opportunity to submit this request for reconsideration.

Thank you very much for your consideration. I remain available to provide any additional information or clarification the Board may require.

Respectfully submitted,

Dr. Akindele Kolade, MD

925-8187361

01/30/2026

VIA EMAIL

credentials@abpn.org

American Board of Psychiatry and Neurology, Inc.
Attn: DANS Administrator

RE: Akindele Kolade, M.D. (167446)

To Whom It May Concern:

I write in response to the American Board of Psychiatry and Neurology, Inc.'s ("ABPN") letter dated January 9, 2026, which states that I no longer meet the ABPN's licensure requirements due to a "restricted" license to practice in Nevada. Respectfully, I disagree with this assessment, as there is no restriction on my ability to practice medicine through the full scope of my training and expertise, and I request that my Board certifications be reinstated with retroactive effect.

Background

Settlement Agreement with the Nevada State Board of Medical Examiners

Effective December 12, 2025, I entered into a settlement agreement with the Nevada State Board of Medical Examiners ("NBME") to resolve case no. 25-41463-1. A copy of that settlement is attached for reference.

The allegations by the NBME in this case arose from the same purported facts and circumstances previously addressed by the Nevada State Board of Pharmacy ("BOP") in its case no. 19-237-CS-A-S back in 2021, discussed further below. Because I had entered into a stipulated settlement with the BOP in that case, the NBME—rather belatedly—decided to bring its own case for reciprocal discipline.

In order to resolve the NBME's allegations against me efficiently and without the expense and inconvenience of a fair hearing (particularly as this was a reciprocal discipline matter), I agreed to accept a fully stayed suspension of my license, two (2) years' probation (discussed further below), continuing medical education, a public letter of reprimand, and payment of a fine and certain investigation costs. I also agreed to notify the NBME of any international travel during the probationary period, and to provide records supporting a bona fide physician-patient relationship if I were to prescribe any controlled substances during that time while outside the United States.

Neither the NBME case nor the BOP case included any allegations of professional incompetence or patient harm. To be clear, there is no restriction on my ability to practice medicine

through the full scope of my training and expertise, and I continue to be fully authorized to prescribe controlled substances.

BOP Case

The underlying allegations in the BOP case, which led to the stipulated settlement with the BOP in 2021 and consequently to the NBME settlement at issue, related to prescriptions I had allegedly pre-signed and left with my office during periods of travel back in 2017 through 2019. I denied the allegations in my Answer filed in the BOP case (attached), noting that I had a bona fide therapeutic relationship with the patients I believed to be at issue in that matter, and that there were two (2) advanced practice registered nurses covering my practice during my absences. I also explained that I had been the victim of theft, apparently including my signature stamp, and provided the BOP with copies of the police reports I had filed. While I was prepared to defend myself before the BOP at a hearing, the settlement terms offered by the BOP were preferable to the significant expense, inconvenience, and inherent risk of the BOP's adjudication of the matter if I had proceeded to a hearing.

NBME Probation Not a Restriction on Practice

While I understand the ABPN's own definition of "restriction" includes reference to "probation," I must point out that in my case the "probation" causes no actual limitation on my practice whatsoever. Significantly, the "probation" is in place to ensure that I comply with the terms of the Settlement Agreement "before or within twenty-four (24) months, including but not limited to, payment in full of costs and fees imposed, and at that time [I] may petition the Board to lift the probationary status of [my] license." (See page 1, cover letter to Settlement Agreement from NBME dated December 19, 2025, emphasis added.)

Stated simply, the NBME uses "probation" primarily as a means of ensuring they receive the fines and costs owed to them. If the NBME had intended to restrict my license in any way, they could have limited my practice or excluded specified branch(es) of medicine from my practice (see NRS 630.352(4)(c)), and/or they would not have agreed to a wholly stayed suspension.

The NBME had agreed that I could pay the fine and costs over a period of six (6) months, which I believed was helpful in the current economic climate. However, I will pay the full amount immediately if it will pave the way for the probationary status of my license to be lifted. Unfortunately, the first opportunity for me to make that request will not be until the next meeting of the NBME on March 6, 2025.

I respectfully request that, at minimum, the ABPN reinstate my Board certifications (with retroactive effect) until I have had the opportunity to petition the NBME in March to lift the probation.

NBME Abuse of Discretion

I believe it is important for the ABPN to be aware of the difficult situation Nevada Medical Doctors are currently in when it comes to dealing with their own licensing board. During the past two or three years in particular, the NBME has been very politically charged, and rather notorious for ignoring its own procedures—and even, arguably, the due process rights of its licensees. In 2024, a 10-year veteran Hearing Officer for the NBME, actually stated on the record, “[W]hat I’m seeing gives the absolute appearance that the Medical Board doesn’t want to be fair to the doctors.” before dismissing a case due the NBME’s apparently unlawful failure to share the evidence it had against its embattled licensee.¹

I am aware of several cases of fellow Nevada physicians being targeted, coerced, and even threatened by the NBME to accept unduly harsh disciplinary action through settlement, rather than risk the extremely unfavorable odds that a “fair” hearing before the NBME will actually be fair. The NBME has been re-activating investigations that have lain dormant for years, related to patients treated even a decade prior, without regard for the fact that exonerating records and recollections may no longer exist. In my own case, the NBME waited four (4) years to pursue this reciprocal discipline action, which was rooted in alleged events from four (4) years before that. It is egregious that physicians in Nevada have lost their practices and their reputations, over what should be trivial, easily remediable matters, because their own licensing board seems to prefer the unreasonable and unfettered exertion of its authority over protecting due process rights and fundamental fairness.

All this to say, I sincerely ask that the ABPN treat its Nevada diplomates with greater respect and consideration than they receive from the NBME these days, and refrain from taking action resulting in unduly harsh repercussions based upon likely unconscionable prosecution by the NBME.

Summary

I respectfully request that the ABPN reinstate my Board certifications with retroactive effect, as the “probation” of my license by the NBME is in name only and does not create any actual restriction or limitation on my practice of medicine. As the “probation” is primarily a mechanism for the NBME to ensure I pay the fines and costs owed, I request that at minimum the ABPN leave my Board certifications in place until I have the opportunity to pay in full and petition the NBME in March for the “probation” to be duly lifted.

¹ *McCleve v. NBME et al*, Nevada Supreme Court case no. 90574, Petition for Writ of Mandamus (document 25-19831) at 6 (emphasis added).

I appreciate the ABPN's consideration of this request, as my entire practice balances on its hopefully favorable decision. Should you have any questions or wish to discuss, I may be reached at (925) 818-7361 or kolade1@yahoo.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Akindele E. Kolade', with a long horizontal flourish extending to the right.

Akindele E. Kolade, M.D.

Enclosures:

1. Cover Letter to NBME Settlement Agreement dated December 19, 2025
2. NBME Settlement Agreement, case no. 25-41463-1, December 12, 2025
3. Answer and Notice of Defense, BOP case no. 19-237-CS-A-S, filed August 16, 2021

From: admin@pbieducation.com <admin@pbieducation.com>
To: "kolade1@yahoo.com" <kolade1@yahoo.com>
Sent: Monday, February 2, 2026 at 10:18:44 AM PST
Subject: PBI Proper Prescribing: Pre-course Instructions - 58088

Dear Akindele kolade,

Your registration for the ***PBI Proper Prescribing Course*** on **February 28-1, 2026** is confirmed.

Course Information:

Course Date: Saturday, February 28th - Sunday, March 1st, 2026

Course Hours: 8:00 AM - 5:00 PM, Pacific Time - [Click Here](#) to convert to your time zone, if needed.

Course Location: This course will be held in the [PBI Virtual Live Classroom](#)

Important Next Steps for Course Participation:

1. Due within the next 48 hours:

Log in to your course portal and proceed to the assignments tab and submit the following assignments:

- **Personal Profile and Agreement**
- **Schedule your Eligibility Checkpoint**
- **Upload Referral Documentation**

[CLICK HERE to log in to your course portal](#)

Your login email address and password will reflect what you submitted during registration

If you must reset your password from the portal your invoice number is: 58088

2. Complete the remaining assignments in your course portal by your pre-course assignment due date: **February 19, 2026***

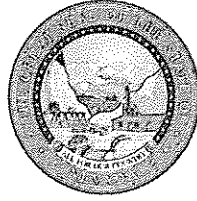
The pre-course component of this course is accredited for 6 CME hours. Pre-course assignments are a required pre-requisite component of your course and must be completed and approved to successfully complete your course. Please review assignment instructions and submit by the deadline indicated to remain in compliance with your course. **If you do not complete your assignments by the due date listed in your course portal, you may not receive your certificate of completion.**

***If you registered for your course after the assignment deadline, please contact our office at info@pbieducation.com to discuss a deadline extension.**

Thank you for choosing PBI Education. We look forward to working with you. Please contact our team with any questions.

PBI Education Staff
info@pbieducation.com
904-800-1237

JOE LOMBARDO
Governor



HELEN PARK
President

J. DAVID WUEST
Executive Secretary

**STATE OF NEVADA
BOARD OF PHARMACY**

985 Damonte Ranch Pkwy, Ste 206
Reno, NV 89521

October 19, 2023

VIA ELECTRONIC MAIL TO: Bridget@NutileLaw.com

Bridget Kelly, Esq.
Nutile Law
7395 S. Pecos Rd., Suite 103
Las Vegas, NV 89120

Re: Akindele E. Kolade, MD, Case No. 19-237-CS-A-S

Dear Bridget:

This will confirm that pursuant to paragraph 10 of the Stipulation and Order entered in Case 19-137-CS-A-S, Akindele E. Kolade, MD's Certificate of Registration No. CS21917 is fully restored.

Regards,

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

Brett Kandt
General Counsel
Nevada State Board of Pharmacy







Settlement Modification Request 02.11.26

Final Audit Report

2026-02-11

Created:	2026-02-11
By:	Bridget Kelly (Bridget@nutilelaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAFz1hb_TpBhM7VwVZvAe-zoaOwlNa75dN

"Settlement Modification Request 02.11.26" History

-  Document created by Bridget Kelly (Bridget@nutilelaw.com)
2026-02-11 - 4:46:15 AM GMT
-  Document emailed to kolade1@yahoo.com for signature
2026-02-11 - 4:47:01 AM GMT
-  Email viewed by kolade1@yahoo.com
2026-02-11 - 6:12:01 PM GMT
-  Signer kolade1@yahoo.com entered name at signing as akindelekolademd
2026-02-11 - 6:12:56 PM GMT
-  Document e-signed by akindelekolademd (kolade1@yahoo.com)
Signature Date: 2026-02-11 - 6:12:58 PM GMT - Time Source: server
-  Agreement completed.
2026-02-11 - 6:12:58 PM GMT



The University of California, Irvine School of Medicine certifies that

Akindele Kolade, MD

has participated in the Other/Blended Learning activity titled

PBI Proper Prescribing

on

February 28-March 01, 2026

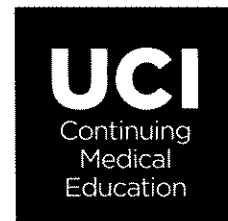
and is awarded 21 AMA PRA Category 1 Credits™.

*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 that reads "Robert M. McCarron, D.O.".

Robert M. McCarron, D.O.

Professor, Department of Psychiatry and Human Behavior
Director of Education, Susan Samueli Integrative Health Institute
Associate Dean, Continuing Medical Education
Director, UCI Train New Trainer Primary Care Psychiatry Fellowship
University of California, Irvine School of Medicine



*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



PBI Education
1301 Riverplace Blvd, Suite 800
Jacksonville, Florida 32207
Phone: 904-800-1237
www.pbieducation.com

Invoice number: 58088
Registration date: 2-2-2026

Participant:

Akindele Kolade, MD
3027 E Sunset Rd Ste 107
Las Vegas, NV 89120
9258187361
kolade1@yahoo.com

Course Title: PBI Proper Prescribing
Course Date(s): Saturday 02/28/2026 - Sunday 03/01/2026

COURSE DESCRIPTION	AMOUNT
<p>[Pre-course assignments + 2 days live, 21 CME/CE] This course is approved to meet most regulatory agency ordered remedial education requirements and can also be taken proactively for CME credit.</p> <p>Please click here to access Pre-Course Component. Your login information is provided below, should you need it. Please complete and submit all assignments before the live course.</p> <p>Username: kolade1@yahoo.com Password: Your password is the password you specified during the registration process</p> <p>Location: PBI Virtual Live Classroom, Pacific Time (Los Angeles Time) Virtual live courses are held via the Zoom platform.</p>	\$ 1895
Total Received \$ 1895.00	

Need additional courses?
Contact the PBI team at 904-800-1237 regarding our multi-course discount program.



University of Nevada, Reno
School of Medicine

CERTIFICATE OF COMPLETION

The University of Nevada, Reno School of Medicine certifies that

Participant Name: Akindele kolade MD
License Number: 15135

has participated in the following educational activity:

Course Title: 31st National Psychopharmacology Update Conference
Contact Hours: 25.50
Dates: February 12-14, 2026
Location: Las Vegas, Nevada
Learning Format: Live Activity

This program has been approved by the following boards:

University of Nevada, Reno School of Medicine for Nevada State Board
of Nursing

Provider Number	Number of Hours
NV120894-1	25.50

The University of Nevada, Reno School of Medicine is accredited by the ACCME to provide continuing medical education to physicians.

The University of Nevada, Reno School of Medicine designates this live activity for a maximum of 25.50 AMA PRA Category 1 Credits™.

PAs, nurse practitioners and nurses may participate in this educational activity and earn a certificate of completion, as the AAPA, AANP, and ANCC accept AMA PRA Category 1 Credits™ through their reciprocity agreements.

This program provides 1 CME credit towards the Nevada State Board of Medical Examiners' requirement for 2 hours of training related to suicide prevention, intervention and detection every 4 years.

This program provides 1 CME credit towards the Nevada State Board of Medical Examiners' requirement for 2 hours of training related to cultural competency and diversity, equity and inclusion.

This program meets the Nevada State Board of Medical Examiners' requirement for 2 hours of training related to ethics, pain management, or addiction care during each licensure period.

Board Legal Documents

OFFICE OF THE GENERAL COUNSEL

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

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

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

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

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

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

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

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

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

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

OFFICE OF THE GENERAL COUNSEL

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

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

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

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

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

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

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

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

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

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

1 adjudicating members of the Board.

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

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

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

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

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

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

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

19 DATED this 17th day of November, 2025.
20 INVESTIGATIVE COMMITTEE OF THE
21 NEVADA STATE BOARD OF MEDICAL
22 EXAMINERS

DATED this 14th day of November, 2025.
NUTILE LAW

23 By: Alexander J. Hinman
24 ALEXANDER J. HINMAN
25 Deputy General Counsel
26 9600 Gateway Drive
27 Reno, NV 89521
28 Tel: (775) 688-2559
Email: ahinman@medboard.nv.gov
Attorney for the Investigative Committee


By: Bridget Kelly
BRIDGET A. KELLY, ESQ.
7395 S. Pecos Rd., Suite 103
Las Vegas, NV 89120
Tel: (702) 307-4871
Email: bridget@nutilelaw.com
Attorney for Respondent

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

Nov 14, 2025

DATED this _____ day of _____, 2025.

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By: 
Akindele.kolade@Nov14, 2025 14:31:20 PST
AKINDELE EMMANUEL KOLADE, M.D.,
Nevada License No.
Respondent

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


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ORDER

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

DATED this 12th day of December, 2025.

NEVADA STATE BOARD OF MEDICAL EXAMINERS

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

1 4. In the Accusation filed by the Pharmacy Board, seven (7) causes of action were
2 alleged against Respondent. One (1) of the causes of action was Violation of State Law which
3 included multiple violations of NRS Chapters 639 and 453. *See Exhibit 1.*

4 5. On October 15, 2021, the Pharmacy Board entered into a Stipulation and Order
5 (Order) with Respondent.

6 6. In the Order, Respondent admitted that "evidence exists, and that Board staff
7 prosecuting this case could present such evidence at an administrative hearing to establish a
8 factual basis for the violations alleged in the Accusation." The violations included pre-signing
9 prescriptions and filling prescriptions while engaged in overseas travel. *See Exhibit 2.*

10 7. The Pharmacy Board formally disciplined Respondent when the board suspended
11 his license to prescribe controlled substances, with the suspension stayed and Respondent placed
12 on probation for a period of two (2) years. During Respondent's probationary period, he was
13 ordered to pay a five thousand dollar (\$5,000) fine and reimburse a portion of the Pharmacy
14 Board's costs in prosecution of the case.

15 COUNT I

16 **NRS 630.306(1)(b)(3) - Violation of Statutes and Regulations of the**
17 **Nevada State Board of Pharmacy**

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

20 9. Respondent is a practitioner as defined by NRS 639.0125(1), as a physician, who
21 holds a license to practice medicine in the State of Nevada.

22 10. NRS 630.306(1)(b)(3) provides that engaging in conduct that violates a provision
23 of chapter 639 of NRS, or a regulation adopted by the Pharmacy Board pursuant thereto, that is
24 applicable to a licensee who is a practitioner, as defined in NRS 639.0125, is grounds for initiating
25 discipline against a licensee.

26 11. The Pharmacy Board adopted NAC 454.060, which sets forth requirements for
27 written prescriptions for dangerous drugs. NAC 454.060 incorporates and includes the
28 prescription requirements of NRS 454.223. In part, NRS 454.223(2)(a) provides:

1 2. A written prescription must contain: (a) The name of the
2 practitioner, the signature of the practitioner if the prescription was
3 not transmitted orally and the address of the practitioner if not
immediately available to the pharmacist;

4 12. According to the Accusation by the Pharmacy Board, Respondent violated
5 NRS 453.226(1), NRS 453.232, NRS 453.321(1)(a), NRS 453.331(1)(f) and (h), NRS 453.381(1),
6 NRS 453.401(1)(a), NRS 639.100(1), NRS 639.235(1), NRS 639.281(1), NRS 639.2813(1), and
7 NAC 453.440(1)(c) when Respondent was out of the country on multiple occasions and issued
8 prescriptions for dangerous drugs to patients of which he did not have a bona fide
9 physician/patient relationship with which is inconsistent with the public interest.

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

12 **COUNT II**

13 **NRS 630.306(1)(p) - Unsafe or Unprofessional Conduct**

14 14. All of the allegations in the above paragraphs are hereby incorporated as if fully set
15 forth herein.

16 15. Engaging in any act that is unsafe or unprofessional conduct in accordance with
17 regulations adopted by the Board is grounds for disciplinary action against a licensee pursuant to
18 NRS 630.306(1)(p).

19 16. As demonstrated by, but not limited to, the above-outlined facts, Respondent wrote
20 prescriptions to patients in a manner that deviated from professional standards, therefore
21 Respondent's conduct was unsafe and unprofessional.

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

24 **WHEREFORE**, the IC prays:

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

28 ///

EXHIBIT 1

EXHIBIT 1

FILED
JUL 23 2021
NEVADA STATE BOARD
OF PHARMACY

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY,

Petitioner,

v.

AKINDELE E. KOLADE, MD,
Certificate of Registration No. CS21917,

JEAN-MARIE SWAINE, APRN,
Certificate of Registration No. CS24065, and

NNENNA A. OLUBAJO, APRN,
Certificate of Registration No. CS27850,

Respondents.

Case Nos. 19-237-CS-A-S
19-237-CS-B-S
19-237-CS-C-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(1) 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 Akindele E. Kolade, MD (Kolade), held a controlled substance registration, Certificate of Registration No. CS21917; Respondent Jean-Marie Swaine, APRN (Swaine), held a controlled substance registration, Certificate of Registration No. CS24065; and Respondent Nnenna A. Olubajo, APRN (Olubajo), held a controlled substance registration, Certificate of Registration No. CS27850, all issued by the Board.

FACTUAL ALLEGATIONS

2. Kolade unlawfully issued thirteen (13) prescriptions for controlled substances while engaged in overseas travel, to patients with whom he did not have a bona fide therapeutic

relationship, by pre-signing prescriptions and/or providing a signature stamp to Swaine and Olubajo. Prescriber records and prescriptions document that Swaine and Olubajo unlawfully issued these controlled substance prescriptions under Kolade's name and credentials while Kolade was traveling outside of the U.S. in April 2018, October 2018, and February 2019,

3. Olubajo prescribed controlled substances and dangerous drugs prior to being registered to do so. Prescriber records and prescriptions document a total of eight (8) controlled substance prescriptions written prior to October 17, 2018, when Olubajo was issued Certificate of Registration No. CS27850.

APPLICABLE LAW

4. It is unlawful for a practitioner to prescribe a controlled substance except as authorized by law. 21 U.S.C. § 822(a)(2); 21 U.S.C. § 823(f); 21 CFR § 1306.03-§ 1306.05; NRS 453.226(1); NRS 453.232; NRS 453.321(1)(a); NRS 453.377; NRS 453.381; NRS 639.100(1); NRS 639.235(1); NAC 453.440.

5. A prescription for a controlled substance may be issued only for a legitimate medical purpose and in the usual course of his or her professional practice by an individual practitioner who holds a DEA registration and is authorized to prescribe controlled substances by the jurisdiction in which he is licensed to practice his profession. 21 U.S.C. § 822(a)(2); 21 U.S.C. § 823(f); 21 CFR § 1306.03(a)(1); 21 CFR § 1306.04(a); NRS 453.381(1).

6. An advanced practice registered nurse may only prescribe controlled substances with authorization from both the Board and the State Board of Nursing. NRS 639.2351; NAC 639.854.

7. It is a felony offense to falsify a prescription for a controlled substance. 21 U.S.C. § 841(a); 21 U.S.C. § 842(a); NRS 453.331(1) (f) and (h).

8. 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 639.281(1); NRS 453.331(1)(c); NRS 639.2813(1).

9. Conspiring to violate the Controlled Substances Act is a felony offense. 21 U.S.C. § 846; NRS 453.401(1)(a).

10. Performing or in any way being a party to any fraudulent or deceitful practice or transaction constitutes unprofessional conduct or conduct contrary to the public interest pursuant to NAC 639.945(1)(h) and is grounds for suspension or revocation of any license or registration issued by the Board. NRS 639.210(4).

11. 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).

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

13. Prescribing a drug as a prescribing practitioner to a patient with whom the practitioner does not have a bona fide therapeutic relationship constitutes unprofessional conduct or conduct contrary to the public interest pursuant to NAC 639.945(1)(o) and is grounds for suspension or revocation of any license or registration issued by the Board. NRS 639.210(4).

14. Violating any provision of the Federal Food, Drug and Cosmetic Act or any other federal law or regulation relating to prescription drugs is grounds for suspension or revocation of any license or registration issued by the Board. NRS 639.210(11).

15. Violating, attempting to violate, assisting or abetting in the violation of or conspiring to violate any law or regulation relating to drugs is grounds for suspension or revocation of any license or registration issued by the Board. NRS 639.210(12).

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

FIRST CAUSE OF ACTION
Violations of Federal Controlled Substances Act

17. By issuing controlled substance prescriptions under Kolade's name and credentials while Kolade was engaged in overseas travel, to patients with whom he did not have a bona fide therapeutic relationship, as alleged herein, Kolade, Swaine and Olubajo 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), 21 U.S.C. § 846, 21 CFR § 1306.03(a)(1), 21 CFR § 1306.04(a) and/or 21 CFR § 1306.05, and are subject to discipline pursuant to NRS 453.236(1) and NRS 639.210(11).

SECOND CAUSE OF ACTION
Violations of State Law

18. By issuing controlled substance prescriptions under Kolade's name and credentials while Kolade was engaged in overseas travel, to patients with whom he did not have a bona fide therapeutic relationship, as alleged herein, Kolade, Swaine and Olubajo 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 453.331(1) (f) and (h), NRS 453.381(1), NRS 453.401(1)(a), NRS 639.100(1), NRS 639.235(1), NRS 639.281(1), NRS 639.2813(1) and/or NAC 453.440(1)(c), and are subject to discipline pursuant to NRS 453.236(1) and NRS 639.210(12).

THIRD CAUSE OF ACTION

**Unprofessional Conduct – Party to a Fraudulent/Deceitful Practice/Transaction/
Incompetent, Unskillful or Negligent Performance of Duties**

19. By issuing controlled substance prescriptions under Kolade's name and credentials while Kolade was engaged in overseas travel, to patients with whom he did not have a bona fide therapeutic relationship, as alleged herein, Kolade, Swaine and Olubajo were party to a fraudulent or deceitful practice or transaction, performed their duties as the holders of controlled substance registrations in an incompetent, unskillful or negligent manner, engaged in unprofessional conduct and conduct contrary to the public interest in violation of NAC 639.945(1)(h) and (i), and are subject to discipline pursuant to NRS 453.236(1) and NRS 639.210(4).

FOURTH CAUSE OF ACTION

**Unprofessional Conduct – Prescribing Without Bona Fide Therapeutic Relationship
(Respondent Akindele E. Kolade, MD)**

20. By prescribing controlled substances for patients with whom he had not established a bona fide therapeutic relationship, before he had examined the patients and without his direct supervision, and for whom he had neither diagnosed or determined that a controlled substance was medically necessary, as alleged herein, Kolade engaged in unprofessional conduct and conduct contrary to the public interest in violation of NAC 639.945(1)(o), and is subject to discipline pursuant to NRS 453.236(1) and NRS 639.210(4).

FIFTH CAUSE OF ACTION

**Violations of Federal and State Law for Unlicensed Prescribing
(Respondent Nnenna A. Olubajo, APRN)**

21. By prescribing controlled substances prior to being registered to do so, as alleged herein, Olubajo 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), 21 U.S.C. § 846, 21 CFR § 1306.03(a)(1), 21 CFR § 1306.04(a), NRS 453.226(1), NRS 453.232, NRS 453.321(1)(a), NRS 453.331(1)(c), (f) and (h), NRS 453.381(1), NRS 453.401(1)(a), NRS

639.100(1), NRS 639.235(1), NRS 639.2351, NRS 639.281(1), NRS 639.2813(1), NAC 453.440(1)(c) and/or NAC 639.854, and is subject to discipline pursuant to NRS 639.210(11) and (12).

SIXTH CAUSE OF ACTION

**Unprofessional Conduct – Unlicensed Prescribing/ Party to a Fraudulent/Deceitful Practice/Transaction/ Incompetent, Unskillful or Negligent Performance of Duties
(Respondent Nnenna A. Olubajo, APRN)**

22. By prescribing controlled substances prior to being licensed to do so, as alleged herein, Olubajo was a party to a fraudulent or deceitful practice or transaction, performed her duties as the holder of a controlled substance registration in an incompetent, unskillful or negligent manner, engaged in unprofessional conduct and conduct contrary to the public interest in violation of NAC 639.945(1)(h), (i) and (k), and is subject to discipline pursuant to NRS 453.236(1) and NRS 639.210(4).

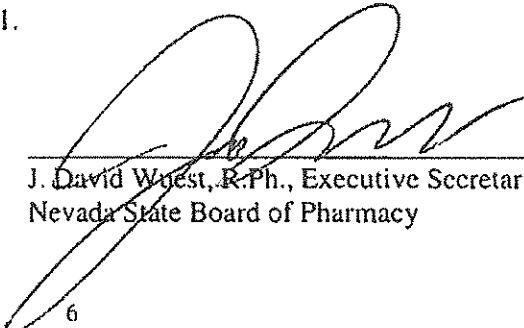
SEVENTH CAUSE OF ACTION

Commission of Acts that Render Registration Inconsistent with the Public Interest

23. By their actions as alleged herein, Kolade, Swaine and Olubajo have committed acts that render their registrations to prescribe controlled substances inconsistent with the public interest pursuant to NRS 453.231, and are subject to discipline pursuant to NRS 453.236(1)(d) and NRS 453.241(1).

WHEREFORE it is requested that the Nevada State Board of Pharmacy take appropriate disciplinary action with respect to the certificates of registration of these Respondents.

DATED this 23rd day of July, 2021.



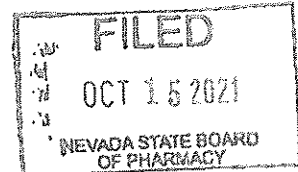
J. David Wuest, R.Ph., Executive Secretary
Nevada State Board of Pharmacy

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); NRS 639.241. To do so, 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.

EXHIBIT 2

EXHIBIT 2



BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY,

Petitioner,

v.

AKINDELE E. KOLADE, MD,
Certificate of Registration No. CS21917,

JEAN-MARIE SWAINE, APRN,
Certificate of Registration No. CS24065, and

NNENNA A. OLUBAJO, APRN,
Certificate of Registration No. CS27850,

Respondents.

Case Nos. 19-237-CS-A-S
19-237-CS-B-S
19-237-CS-C-S

STIPULATION AND ORDER
(Respondent Kolade ONLY)

Brett Kandt, General Counsel for Petitioner the Nevada State Board of Pharmacy (Board), and Respondent Akindele E. Kolade, MD, Certificate of Registration No. CS21917, by and through counsel, Maria Nutile, Esq., and Bridget Kelly, Esq., **HEREBY STIPULATE AND AGREE THAT:**

1. The Board has jurisdiction over Respondent and this matter.
2. On or about July 23, 2021, Respondent was served with the Notice of Intended Action and Accusation (Accusation) on file in this matter together with the Statement to Respondent and Notice of Hearing.
3. On or about August 16, 2021, Respondent filed an Answer and Notice of Defense to the Accusation.
4. Respondent is fully aware of the right to seek the advice of counsel in this matter and obtained the advice of counsel prior to entering into this Stipulation.
5. Respondent is aware of the right to a hearing on the matters alleged in the Accusation, the right to reconsideration, the right to appeal and any and all other rights which

may be accorded to him pursuant to NRS Chapter 233B (Nevada Administrative Procedure Act), NRS Chapter 622A (Administrative Procedure Before Certain Regulatory Bodies), and NRS Chapter 639 (Nevada Pharmacy Act).

6. Conditioned on the acceptance of this Stipulation by the Board, and with the exception of the right to challenge any determination that Respondent has failed to comply with the provisions of this Stipulation, Respondent hereby freely and voluntarily waives his rights to a hearing, reconsideration, appeal and any and all other rights related to this action that may be accorded to him by NRS Chapter 233B (Nevada Administrative Procedure Act), NRS Chapter 622A (Administrative Procedure Before Certain Regulatory Bodies), and NRS Chapter 639 (Nevada Pharmacy Act).

7. Respondent admits that evidence exists, and that Board staff prosecuting this case could present such evidence at an administrative hearing, to establish a factual basis for the violations alleged in the Accusation, *to wit*:

A. Respondent pre-signed prescriptions and/or provided a signature stamp to Respondents Jean-Marie Swain, APRN, and Nnenna A. Olubajo, APRN, permitted Swain and Olubajo to unlawfully issue controlled substance prescriptions under Kolade's name and credentials while Kolade was engaged in overseas travel, in violation of 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), 21 U.S.C. § 846, 21 CFR § 1306.03(a)(1), 21 CFR § 1306.04(a), 21 CFR § 1306.05, NRS 453.226(1), NRS 453.232, NRS 453.321(1)(a), NRS 453.331(1) (f) and (h), NRS 453.381(1), NRS 453.401(1)(a), NRS 639.100(1), NRS 639.235(1), NRS 639.281(1), NRS 639.2813(1) and/or NAC 453.440(1)(c), and is subject to discipline pursuant to NRS 453.236(1) and/or NRS 639.210(11) and/or (12);

B. Respondent was party to a fraudulent or deceitful practice or transaction, performed his duties as the holder of controlled substance registration in an incompetent, unskillful or negligent manner, engaged in unprofessional conduct and conduct contrary to the

public interest in violation of NAC 639.945(1)(h) and (i), and is subject to discipline pursuant to NRS 453.236(1) and NRS 639.210(4); and

C. Respondent has committed an act that would render his Nevada controlled substance registration inconsistent with the public interest, and is subject to discipline pursuant to NRS 453.236(1)(e) and NRS 453.241(1).

8. Those violations are plead with particularity in the Accusation, and are grounds for action pursuant to NRS 453.236(1), NRS 453.241(1), NRS 639.210 and NRS 639.255.

9. In order to resolve this matter without incurring any further costs or the expense associated with a hearing, the Board and Respondent stipulate to the following penalties. The registration of Respondent Akindele E. Kolade, MD, Certificate of Registration No. CS21917, is hereby suspended. The suspension is stayed, and Respondent is placed on probation for two (2) years, subject to the following conditions:

A. Respondent shall accept this Stipulation and Order as a public reprimand regarding his duties and responsibilities as a prescribing practitioner;

B. Respondent shall pay a fine of Five-Thousand Dollars (\$5000.00) for the violations, payable by *cashier's check* or *certified check* or *money order* made payable to "State of Nevada, Office of the Treasurer," to be received by the Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521, within thirty (30) days of the effective date of this Order;

C. Respondent shall pay Two-Thousand Dollars (\$2000.00) to partially reimburse the Board for recoverable attorney's fees and costs incurred in investigating and prosecuting this matter, payable by *cashier's check* or *certified check* or *money order* made payable to "Nevada State Board of Pharmacy," to be received by the Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521, within thirty (30) days of the effective date of this Order; and

D. Respondent shall comply with all federal and state statutes and regulations

regarding controlled substances and dangerous drugs, and have no new charges filed against him by the Board while on probation.

10. Upon successful completion of probation, Respondent's Certificate of Registration No. CS21917 will be fully restored.

11. Any failure by Respondent to comply with the terms of this Order may result in issuance by the Executive Secretary of an order to show cause pursuant to NAC 639.965 directing that Respondent to appear before the Board at the next regularly scheduled meeting for a show cause hearing. If such a hearing results in a finding of a violation of this Order by Respondent, the Board may impose additional discipline upon Respondent consistent with the provisions of NRS Chapter 453 and/or Chapter 639.

12. General Counsel will present this Stipulation to the Board for approval pursuant to NRS 622.330 at the Board's regularly scheduled public meeting on October 13, 2021. Respondent will appear at the meeting to answer questions from the Board Members and/or Board Staff. The Board Members and Staff may discuss and deliberate regarding this Stipulation, even if Respondent is not present at the meeting.

13. The Board has discretion to accept this Stipulation, but it is not obligated to do so. If this Stipulation is approved by the Board, it shall be a public record pursuant to NRS 622.330.

14. If the Board rejects any part or all of this Stipulation, and unless they reach an alternative agreement on the record during the hearing, the parties agree that a full hearing on the merits of this matter may be heard by the Board. The terms and admissions herein may not be used or referred to in a full hearing on the merits of this matter.

15. Subject to the approval of this Stipulation by the Board, the Board and Respondent agree to release each other from any and all additional claims arising from the facts set forth in the Accusation on file herein, whether known or unknown that might otherwise have existed on or before the effective date of this Order.

Respondent has fully considered the charges and allegations contained in the *Notice of Intended Action and Accusation* in this matter, and the terms of this Stipulation, and has freely and voluntarily agreed to the terms set forth herein, and waived certain rights, as stated herein.

AGREED:

Signed this 15th day of September, 2021



AKINDELE E. KOLADE, MD,
Certificate of Registration No. CS21917

Signed this 15th day of September, 2021



BRETT K. ABBOTT, ESQ.
General Counsel
Nevada State Board of Pharmacy

APPROVED AS TO FORM AND CONTENT
this 15th day of September, 2021



MARIA NUTILE, ESQ.
BRIDGET KELLY, ESQ.
Counsel for Respondent

DECISION AND ORDER

The Nevada State Board of Pharmacy hereby adopts the foregoing Stipulation as its decision as to Akindele E. Kolade, MD, Certificate of Registration No. CS21917, in Case No. 19-237-A-S and hereby orders that the terms of the foregoing Stipulation be made effective upon execution below.

IT IS SO ORDERED.

Entered this 15th day of October, 2021.



Helen Park, Pharm.D.
President
Nevada State Board of Pharmacy

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada State Board of Pharmacy, and that on this 15th day of October, 2021, I served a true and correct copy of the foregoing document by Certified U.S. Mail to the following:

Bridget Kelly, Esq.
Nutile Law
7395 S. Pecos Rd., Suite 103
Las Vegas, NV 89120


KRISTOPHER MANGOSING