

Materials for Item No. 4

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BEFORE THE BOARD OF OPTOMETRY

STATE OF NEVADA

In the Matter of Charges and Complaint

Case No. 26-03

Against:

GREGORY KOENIG, O.D.,

Respondent.

STIPULATION FOR SETTLEMENT OF COMPLAINT

This Stipulation for Settlement of Complaint Agreement (or “Stipulation”) is entered into by and between the Petitioner, the STATE OF NEVADA BOARD OF OPTOMETRY (“Board”), by and through the Board’s legal counsel, TODD M. WEISS, ESQ., Senior Deputy Attorney General; and the Respondent, GREGORY KOENIG, O.D. (“Respondent”), by and through his attorney, JACOB SOMMER, ESQ.

I. ALLEGED FACTS

A. ALLEGATIONS

1. Patient presented to Respondent for examination on 1/3/2024 with complaints of floaters. The notes from that visit do not indicate that Patient was asked about decreased vision, vision loss or flashes of light.
2. During the examination on 1/3/2024, Respondent did not order or perform a slit lamp exam, visual acuity testing, intraocular pressure testing, or dilation.
3. Patient was next examined on 2/4/2024. During this exam, Respondent again failed to document that he asked patient about poor vision, vision loss or flashes of light.
4. During the examination on 2/4/2024, Respondent did not order or perform visual acuity or intraocular pressure testing.
5. During the examination on 2/4/2024, Optos imaging was taken. However, a significant

1 part of the peripheral retina was not imaged impairing ability to determine possible retinal injury.

2 6. The result of the examination on 2/4/2024 was a diagnosis of “Posterior Vitreous
3 Detachment” and a non-STAT referral to the Patient’s prior-treating anterior segment ophthalmologist.

4 7. On 3/11/24, the Patient was examined by a different provider. The Patient reported
5 significant vision loss and thick lines across his vision. The Patient was diagnosed by the follow-up
6 provider with “total retinal detachment” requiring surgical correction that he underwent the following
7 day on 3/12/24. During the procedure, it was discovered the Patient also had a large nasal tear and a
8 superior hole, along with a full-thickness macular tear.
9

10 **II. ALLEGED VIOLATIONS**

11 **A. NRS 636.295(8)- Perpetration of unprofessional conduct in the practice of optometry**

12 8. As demonstrated by the above-outlined facts, Respondent violated NRS 636.295(8) by
13 not asking necessary questions during examination and/or by not ordering appropriate tests/imaging, all
14 leading to a misdiagnosis and delay in the Patient receiving proper care, constituting unprofessional
15 conduct under NRS 636.295(8).
16

17 **III. JURISDICTION**

18 9. The Respondent was, at all times relevant to this Stipulation, licensed as an optometrist
19 by the Board under License Number 449, and is therefore subject to the jurisdiction of the Board and
20 the provisions of NRS Chapter 636 and NAC Chapter 636.
21

22 **IV. STIPULATED SETTLEMENT TERMS**

23 10. The Board is prepared to put on a case based on the offenses alleged in the Complaint,
24 and the Board is authorized and empowered under NRS 636.420 and NRS 636.325(1) to impose
25 administrative fines between \$100 and \$5,000 for each violation and/or suspend, revoke, or place
26 conditions on the license of Respondent for any violations.
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1 11. Respondent denies all allegations but acknowledges that the Board may have sufficient
2 evidence to prove the facts and allegations contained in paragraphs 1-8 above by a preponderance of the
3 evidence. The parties have agreed to resolve the pending Complaint pursuant to the following
4 disciplinary terms and conditions:

5 a. Respondent agrees to pay the Board the sum of Four Thousand Dollars (\$4,000) in
6 administrative fines for the stipulated violation as outlined above. The payment is due within six (6)
7 months of the Board's approval of this Stipulation. If the Respondent fails to pay the fine in the time
8 provided, the Board shall issue a Notice to Appear for Respondent and may impose additional
9 discipline.

10 b. Respondent agrees to reimburse the Board's legal costs in prosecuting this matter in
11 the amount of Two Thousand Dollars (\$2,000) . The reimbursement is due within six (6) months of the
12 Board's approval of this Stipulation. If the Respondent fails to pay the reimbursement in the time
13 provided, the Board shall issue a Notice of Appear for Respondent and may impose additional
14 discipline.

15 c. Respondent agrees to complete Twenty (20) hours of continuing education. These
16 continuing education credits will be in addition to the credits Respondent is already required to
17 complete for his Nevada optometry license and must be completed within One (1) year of the Board's
18 approval of this Stipulation. The additional Twenty (20) hours of credits must be from Board approved
19 instructors and/or entities consistent with R066-19 Section 8(4)-(6) and as revised by R007-25A, and
20 Board Policy no. 5 section A-B, and must be in the areas of retina, cataract care, post-operative
21 cataracts surgery complications, and differential diagnoses of flashes, floats, vision loss, as prior
22 approved by the Board Director. Failure of Respondent to complete and submit evidence of the
23 completed additional continuing education credits during the applicable period to the Board could result
24 in the issuance of a Notice to Appear by the Board and the imposition of additional discipline.

25 d. Respondent agrees that this order shall serve as a public reprimand.
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2 e. The Board agrees that, upon Board approval of the present Stipulation and completion
3 of all terms and conditions of the present Stipulation, complaint 26-03 will be fully resolved and the
4 Board shall close its file on the matter.

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6 **V. INFORMED CONSENT**

7 12. Respondent acknowledges that he has read all of the provisions contained in this
8 Stipulation and agrees with them in their entirety. Respondent recognizes and agrees this Stipulation is
9 the result of voluntary settlement negotiations which involved give and take, and the final agreement
10 (i.e., this Stipulation) is a voluntary compromise.
11

12 13. Respondent acknowledges and admits he has carefully read and understands the issues
13 and allegations in the Complaint referenced and addressed herein. Respondent also acknowledges and
14 admits he has carefully read and understands the effects of this Stipulation.

15 14. Respondent acknowledges that he is fully aware of his legal rights in this matter,
16 including the right to a formal hearing relative to the issues and allegations in the Complaint referenced
17 and addressed herein. Respondent is also fully aware he has a right to retain counsel for this matter, the
18 right to confront and cross-examine the witnesses against him, the right to present evidence and to
19 testify on his own behalf, the right to the issuance of subpoenas to compel the attendance of witnesses
20 and the production of documents, the right to reconsideration and court review of an adverse decision,
21 and all other rights accorded by the Nevada Administrative Procedure Act and other applicable laws.

22 **By executing this Agreement, and upon Board approval of the present Stipulation, Respondent**
23 **voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above,**
24 **and as more fully set forth herein and below**
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1 21. Respondent and the Board jointly agree neither party shall be deemed the drafter of the
2 present Stipulation. In the event the present Stipulation is construed by a court of law or equity, such
3 court shall not construe it or any provision hereof against either party as the drafter. The parties hereby
4 acknowledge all parties have contributed substantially and materially to the preparation of the present
5 Stipulation.

6 23. The present Stipulation has been considered by the Board in an open meeting on January
7 22, 2026. The present Stipulation is considered a final disposition of a contested case and will become a
8 public record and will be reportable to the National Practitioner Data Bank.
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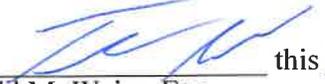
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11 **IT IS SO STIPULATED.**

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13 By _____ this _____ day of January 2026
14 Gregory Koenig, O.D.
15 Respondent

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17 By _____ this _____ day of January 2026
18 Mariah Smith, O.D.
19 President, Nevada State Board of Optometry

20 **APPROVED AS TO FORM AND CONTENT**

21
22
23 By _____ this _____ day of January 2026
24 Jacob Sommer, Esq.

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26 By  this 21st day of January 2026
27 Todd M. Weiss, Esq.
28 Senior Deputy Attorney General, Nevada Attorney General
Counsel for Board

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By _____ this _____ day of January 2026
Adam Schneider, Esq.
Executive Director, Nevada State Board of Optometry

BOARD ACTION

This Stipulation for Settlement of Complaint in the matter of GREGORY KOENIG, O.D., Case No. 26-03 was (initial appropriate action): Approved: _____ Disapproved _____ by a majority vote of the Nevada State Board of Optometry¹ at a properly noticed meeting on January 22, 2026

Mariah Smith, O.D., President _____

Jeffrey Austin, O.D., Vice President _____

Julie Alamo-Leon, O.D., Board Member _____

Sally Balecha (Public Member) _____

¹ Board Member Dan Lyons, O.D. recused and did not participate in this matter.