



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

* licensed in NV, AZ and CO

** licensed in NV and AZ

February 17, 2026

VIA EMAIL

director@nvoptometry.org

Adam Schneider, Esq.
Executive Director
Nevada State Board of Optometry
P.O. Box 1824
Carson City, NV 89702

Re: NSBO Complaint #26-15

Dear Mr. Schneider:

This firm represents the professional entity which owns and operates Practice Location 1 (“Practice”) and employs Licensee 1. In that regard, we write in response to the allegations contained in your letter dated January 21, 2026 in the above-referenced matter (“Letter”). Capitalized terms not otherwise defined herein shall carry their meanings from the Letter.

Background

Licensee 1 is an employee of the Practice and the sole optometrist practicing at Practice Location 1. Practice Location 1 wishes to make clear that Licensee 1 was unaware of the situation with Patient 1 prior to receiving the Letter, as Licensee 1’s schedule, and any in-office complaints related thereto, are managed by Practice Location 1’s staff. Further, Practice Location 1 reports Licensee 1 has no responsibility for Practice Location 1’s scheduling/cancellation policy or reminder/confirmation process. Finally, Licensee 1 had never established a therapeutic relationship with Patient 1.

“No-show” rates for medical appointments are a serious issue: approximately 25% of scheduled appointments are missed by the patient.¹ In order to operate efficiently, Practice has

¹ See, Harrop, Chris, “Patient no-shows in 2025: What’s changing and what to do about it,” MGMA, August 14, 2025, available at <https://www.mgma.com/mgma-stat/patient-no-shows-in-2025>; De Long, Stephanie K, “Special Section: Corporate Optometry Today: Managing No-Shows How to handle the missed-appointment headache,” *Optometric Management* 57:58, 60 (June 1, 2022)

implemented several industry-standard techniques to minimize “no-shows” at each of its practice locations. For example, Practice Location 1 utilizes personal telephone calls, personal text messages, and automated messaging through SolutionReach². Patients are asked to confirm their appointments, which they may do via telephone or text. If a patient does not respond to Practice Location 1’s efforts to confirm the appointment, it is reasonably assumed that the patient will not keep the appointment. An unconfirmed appointment is subject to cancellation, often so that Practice Location 1 can use that time slot for an urgent medical need or for a confirmed patient from its cancellation waiting list.

According to Practice 1’s records, numerous attempts were made to confirm Patient 1’s appointment scheduled for December 31, 2025 (“Appointment”). Confirmation of the Appointment was particularly important due to its being New Years’ Eve and the demand by patients trying to utilize their vision benefits before calendar year 2025 ended. Practice 1’s staff attempted to reach Patient 1 by telephone on three (3) occasions, and left voicemail messages when Patient 1 failed to answer. On December 24 and 29, 2025, two (2) automated text messages³ requested that Patient 1 reply “YES” to confirm the Appointment, but Patient 1 failed to do so on either occasion. At 8:28am on December 30, 2025, a Practice Location 1 staff member personally texted Patient 1 regarding the Appointment, stating “**Please respond to this message or give us a call to confirm your appointment. If we don’t hear back from you, the appointment will be cancelled.**” Patient 1 failed to confirm the Appointment, and it was duly cancelled.

Practice Location 1 reports Patient 1’s Appointment slot was promptly filled by a patient needing an urgent visit for new onset visual changes that were causing distortions in their vision (“Patient 2”). Practice Location 1 also reports that Licensee 1 was the only optometrist at Practice Location 1. Therefore, when Patient 1 did present for the Appointment, there was no availability for Patient 1 to be seen at Practice Location 1 that day. Practice Location 1 staff informed Patient 1 that another Practice Location may have same-day availability, and recommended Patient 1 contact a particular Practice Location that tended to have such availability. Practice Location 1 staff also offered to reschedule Patient 1 for its next available appointment in a few weeks’ time, and to add Patient 1 to the cancellation wait list in case an earlier appointment became available, but Patient 1 declined both offers.

Available at <https://optometricmanagement.com/issues/2022/june/special-section-corporate-optometry-today-managing-no-shows/>; Adlakha, OD, Mohit, “Reduce Your Patient No-Show Rate,” *Modern Optometry* January/February 2023 at 53-55, available at <https://modernod.com/topics/business/reduce-your-patient-no-show-rate/38556/>

² <https://www.solutionreach.com/solutions/for-practice/vision>

³ SolutionReach messages with a yellow background are messages automated Practice-wide for all Practice locations, beyond Practice Location 1’s control; messages with blue background are original messages generated and sent by a Practice Location 1 staff member.

Allegations

The Letter alleges the following:

1. *Practice Location 1 had not properly cancelled Patient 1's appointment scheduled for December 31, 2025 ("Appointment").*

Licensee 1 and Practice Location 1 deny this allegation. Practice Location 1 asserts that Patient 1's Appointment was cancelled only after Patient 1 failed to respond to multiple efforts, by telephone and by text, to confirm the Appointment, as detailed above.

In investigating Patient 1's complaint, Practice Location 1 noted that Patient 1's final appointment reminder text was sent at 4:00pm on December 30th, *after* Practice Location 1 had cancelled and booked an urgent patient in the Appointment slot. Practice Location 1 reports this was a Practice-level, automated message through SolutionReach, not a message sent by Practice Location 1. Regardless, Practice Location 1 recognizes this message could have been confusing. Practice Location 1 reports it is working with Practice leadership and SolutionReach to prevent mixed-messaging from happening in the future, and to ensure a cancellation text message is sent out to the patient when an appointment must be cancelled internally.

2. *Staff at Practice Location 1 lied to Patient 1 about cancelling the Appointment.*

Licensee 1 reports they were not present to witness any discussions between Patient 1 and Practice Location 1 staff. Practice Location 1 denies that its staff lied to Patient 1 about the reminders and confirmation requests that were made. Attached are copies of the text messages sent to Patient 1 via SolutionReach, including the December 30th message specifically requesting Patient 1 confirm the Appointment to avoid cancellation.

Lack of Healthcare Records

Practice Location 1 is the custodian of records for all patients seen at Practice Location 1, and acknowledges the Order to Produce Healthcare Records in this matter. Practice Location 1 asserts that no records exist for Patient 1 from November 2025 to present, as Patient 1 was not seen at Practice Location 1 during that time. Practice Location 1 notes that Patient 1 had been seen in 2023, but by an optometrist other than Licensee 1.

Summary

Licensee 1 and Practice Location 1 deny the allegations contained in the Letter. Licensee 1 had no personal knowledge of or involvement in Practice Location 1's scheduling processes, and had not established a therapeutic relationship with Patient 1. Practice Location 1 asserts that it

made repeated and appropriate efforts to confirm the Appointment with Patient 1 during a period of high demand for year-end appointments. When Patient 1 did not respond to several telephone calls, voicemails, and text messages requesting confirmation (including a text message specifically warning that Patient 1's appointment would be cancelled without confirmation), Practice Location 1 offered the Appointment to a patient with urgent clinical needs rather than risk a "no-show" by Patient 1 and an unnecessary delay in care for Patient 2. Practice Location 1 denies that any of its staff's communication efforts were misrepresented to Patient 1.

For reasons set forth above, we respectfully request that this matter be resolved without any disciplinary action against Licensee 1 or any other formal action.

Should you have any questions, I may be reached at 702.307.4870.

Sincerely,

NUTILE LAW

A handwritten signature in cursive script that reads "Maria Nutile".

Maria Nutile, Esq.

Encl.

cc: Bridget Kelly, Esq.