

**BEFORE THE STATE OF NEVADA
BOARD OF OPTOMETRY**

CAREN C. JENKINS, Executive Director,
STATE OF NEVADA BOARD OF
OPTOMETRY,

Petitioner,

-vs-

NIDHA NATHANI, O.D., LIC. NO. 1118

Respondent.

Case No.: 22-09

**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 its President MARIAH SMITH, O.D. and its Executive Director, CAREN C. JENKINS, ESQ. (“Executive Director”) and the Board’s legal counsel, ASHEESH BHALLA, ESQ., Deputy Attorney General; and the Respondent, NIDHA NATHANI, O.D. (“Respondent”), by and through her attorney, LYN E. BEGGS, ESQ. of THE LAW OFFICES OF LYN E. BEGGS, PLLC.

I. ALLEGED FACTS

A. GENERAL FACTS

1. On or about March 29, 2022, the Board mailed Respondent a letter indicating that it had received a Complaint, Case No. 22-09, and ordered Respondent to Cease and Desist from the activity alleged in the complaint.

2. The Board provided RESPONDENT with a formal Notice and Complaint and invited Respondent to submit a response to the allegations contained therein. Served with the Complaint and Notice was a Subpoena requesting documents related to the Complaint.

1 3. On or about May 18, 2022, Respondent's counsel provided a notice of
2 representation and indicated that a response to the allegations would be
3 forthcoming.

4 4. Respondent timely submitted her Response to the Complaint ("Answer") to
5 the Board and provided documents responsive to the Subpoena served therewith.
6

7 5. In addition, counsel for RESPONDENT submitted a letter dated July 18,
8 2022, requesting settlement negotiations and indicating a willingness to cooperate
9 with Board Staff to resolve the matter.

10 6. This proposed Stipulation for Settlement of Complaint is the result of those
11 negotiations.

12 **B. ALLEGATIONS**

13 7. RESPONDENT is a recently licensed optometrist who entered a Professional
14 Services Agreement with 20/20 Vision Services, PC to provide optometric services.

15 8. 20/20 Vision Services provides data collection in a retail setting for optical
16 companies, including Brillen.com
17

18 9. Brillen.com operated a retail storefront in Las Vegas Nevada until recently.

19 10. At that storefront, a patient may walk-in or make an appointment for a vision
20 exam conducted by a 20/20 Vision Services or Brillen.com employee. The employee
21 conducts various ocular tests using electronic and other equipment, capturing images
22 and transmitting them to 20/20 Vision Services.

23 11. **RESPONDENT had no direct or indirect supervisory access or authority over**
24 **the assistant conducting the testing at the Las Vegas site.**

1 12. RESPONDENT reviewed electronic images and information collected on or
2 about March 24, 2022, at the Las Vegas location, provided to her by 20/20 Vision
3 Services. She evaluated the information available and created a prescription for
4 spectacle lenses for the subject without ever meeting the patient or conducting an in-
5 person eye examination. She allowed her signature to be affixed to the prescription.

6 II. ALLEGED VIOLATIONS

7 A. Violation of NRS 636.346.

8 13. Based upon the evidence available to date, the Executive Director alleges, for
9 this matter and not for any other purpose, including any subsequent civil action,
10 Respondent has violated NRS 636.346 as follows:

11 **NRS 636.346 Supervision of authorized activities of assistants; conduct of 12 final eye examination of patient.**

13 1. In any setting where optometry is practiced, an assistant may fit
14 ophthalmic lenses or spectacle lenses if the assistant acts under the direct
15 supervision of a licensed optometrist.

16 2. In addition to the provisions of subsection 1, an assistant in any setting
17 where optometry is practiced may perform any of the following activities under
18 the direct supervision of a licensed optometrist:

19 (a) Prepare a patient for examination.

20 (b) Collect preliminary data concerning a patient, including taking the
21 medical history of the patient.

22 (c) Perform simple and noninvasive testing of a patient in preparation for
23 any subjective refraction, testing, evaluation, interpretation, diagnosis or
24 treatment of the patient by the licensed optometrist.

25 (d) For an ophthalmic purpose, administer any cycloplegic or mydriatic
26 agent or topical anesthetic that is not a controlled substance.

27 (e) Use an ophthalmic device or oversee ocular exercises, visual training,
28 visual therapy or visual rehabilitation as directed by a licensed optometrist.

3. If an assistant conducts any activities pursuant to subsection 2, the
29 licensed optometrist must conduct the final eye examination of the patient.

30 4. As used in this section, “assistant” means a person employed by an
31 optometrist or any medical provider or medical facility at which the optometrist
32 provides or offers to provide his or her services as an optometrist.

33 (Added to NRS by [2019, 3635](#))(Emphasis added.)

1 14. In this instance, Respondent violated NRS 636.346(2) by failing to directly
2 supervise an assistant employed by a medical facility or medical provider at which or
3 for which Respondent provided or offered to provide optometry services.

4
5 15. In addition, Respondent violated NRS 636.346(3) by offering a prescription for
6 eyeglasses despite having never examined the patient and failing to conduct the final
7 eye examination of the patient.

8 III. JURISDICTION

9
10 16. The Respondent was, at all times relevant to this Stipulation, licensed as an
11 optometrist by the Board under License Number 1118, and is therefore subject to the
12 authority of the Board and the provisions of NRS Chapter 636 and NAC Chapter 636.

13 IV. STIPULATED SETTLEMENT TERMS

14 17. The Board is prepared to put on a case based on the offenses alleged in the
15 Complaint, and the Board is authorized and empowered under NRS 636.420 and NRS
16 636.325(1) to impose administrative fines between \$100 and \$5,000 for each violation
17 and/or suspend, revoke, or place conditions on the license of Respondent for any
18 violations.

19 18. Based upon the evidence available to date, the findings of the Executive
20 Director, and the Respondent's acknowledgement of and stipulation to the violations
21 contained in Paragraphs 14 and 15 above, the parties have agreed to resolve the
22 pending Complaint pursuant to the following disciplinary terms and conditions:

- 23
24 a. Respondent agrees to pay the Board the sum of Two Thousand Dollars
25 (\$2,000.00) in administrative fines for the stipulated violation of NRS
26 636.346 as outlined. Payment is due to the Board within sixty (60)

1 days after the effective date of the Board's approval of this Stipulation. If
2 the Respondent fails to pay the fine in the time provided, her license will
3 be immediately suspended, and the Board may initiate a collection
4 action against the Respondent to collect the administrative fine and
5 costs of collection.

6 b. Respondent agrees to the imposition of a 2-year period of probation,
7 during which she agrees to desist from participating in any telemedicine-
8 related practice and/or examination of a patient via remote means. If,
9 after notice and an opportunity to respond, Respondent is found to have
10 undertaken acts during the probationary period that result in a finding of
11 a violation of NRS Chapter 636 or NAC Chapter 636 in any manner
12 related to the activities forming the basis of the instant action, even if the
13 ultimate finding is made after the expiration of the probationary period,
14 she agrees that her license will be immediately suspended, and that the
15 Board may impose any additional sanction or penalty it deems
16 appropriate.

17 c. Respondent, at her own expense, shall take and pass the Nevada
18 Online State Law Examination (OSLE) within 14 days of the entry of this
19 Stipulated Settlement. If Respondent fails to complete this requirement,
20 her license shall be immediately suspended and the Board may impose
21 any additional sanction or penalty it deems appropriate.

22 19. The Board agrees not to impose any other or greater remedies or fines in
23 connection with the allegations referenced in the Complaint other than those stated
24 herein.

25 20. The Respondent and the Board agree that by entering into this Stipulation,
26 the Board does not concede any defense or mitigation the Respondent may assert,
27

and that once this Stipulation is approved and fully performed, the Board will close its file in these matters.

21. The Respondent understands the public records law may require this Stipulation and related documents be made available for public inspection. The Respondent also understands that the Board may share the contents of this Stipulation and related documents with any governmental or professional organization or member of the public or publish its terms in the Board's newsletter.

22. The Respondent agrees that if she fails to pay the administrative fine within sixty (60) days of entry of the Board's Order, the Board may rescind this Stipulation and proceed with a properly noticed hearing on the Complaint.

V. INFORMED CONSENT

23. Respondent has read all of the provisions contained in this Stipulation and agrees with them in their entirety. Respondent recognizes and agrees this Stipulation is the result of voluntary settlement negotiations which involved give and take, and the final agreement (i.e., this Stipulation) is a voluntary compromise.

24. Respondent acknowledges and admits she has carefully read and understands the issues and allegations in the Complaint referenced and addressed herein. Respondent also acknowledges and admits she has carefully read and understands the effects of this Stipulation.

25. Respondent is fully aware of her legal rights in this matter, including the right to a formal hearing relative to the issues and allegations in the Complaint referenced and addressed herein. Respondent is also fully aware she has a right to retain counsel for this matter, the right to confront and cross-examine the witnesses against her, the right to present evidence and to testify on her own behalf, the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents, the right to reconsideration and court review of an adverse decision, and

1 all other rights accorded by the Nevada Administrative Procedure Act and other
2 applicable laws. Respondent voluntarily, knowingly, and intelligently waives and gives
up each and every right set forth above, and as more fully set forth herein and below.

3 26. Respondent is aware by entering into this Stipulation she is waiving certain
4 valuable due process rights contained in, but not limited to, NRS 636, NAC 636, NRS
5 233B and NAC 233B.

6 27. Respondent and the Board agree any statements and/or documentation
7 made or considered by the Board during any properly noticed open meeting (to which
8 Respondent hereby specifically waives any and all notice requirements for same,
9 whether required by NRS 241.033 or any other statute or regulation) to determine
10 whether to adopt or reject this Stipulation are settlement negotiations and therefore
11 such statements or documentation may not be used in any subsequent Board hearing
12 or judicial review, whether or not judicial review is sought in either the State or Federal
13 District Court.

14 28. Respondent acknowledges she has read this Stipulation. Respondent
15 acknowledges she has been advised he has the right to have this matter reviewed by
16 independent counsel and she has had ample opportunity to seek independent
17 counsel. Respondent has been specifically informed he should seek independent
18 counsel and that gaining the advice of independent counsel would be in Respondent's
19 best interest. Having been advised of her right to independent counsel, as well as
20 having the opportunity to seek independent counsel, Respondent has retained LYN
21 BEGGS, ESQ. of the Law Offices of Lyn E. Beggs, PLLC as her attorneys and has
22 reviewed this Stipulation with her attorneys. Respondent specifically acknowledges
23 she understands all of this Stipulation's terms and conditions and agrees with the
24 same.
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VII. OTHER TERMS

1 29. Respondent acknowledges no other promises in reference to the provisions
2 contained in this Stipulation have been made by any agent, employee, counsel or
3 person affiliated with the Board.

4 30. Respondent acknowledges the provisions in this Stipulation contain the
5 entire agreement between Respondent and the Board and the provisions of this
6 Stipulation can only be modified, in writing, with Board approval.

7 31. In the event the Board adopts this Stipulation, Respondent hereby waives any
8 and all rights to seek judicial review or otherwise to challenge or contest the validity of
9 the provisions contained herein.

10 32. Respondent and the Board agree none of the parties shall be deemed the
11 drafter of this Stipulation. In the event this Stipulation is construed by a court of law or
12 equity, such court shall not construe it or any provision hereof against any party as the
13 drafter. The parties hereby acknowledge all parties have contributed substantially and
14 materially to the preparation of this Stipulation.

15 33. Respondent specifically acknowledges by her signature on this Stipulation
16 she has read and understands its terms and acknowledges she has signed and
17 initialed of her own free will and without undue influence, coercion, duress, or
18 intimidation.

19 34. Respondent acknowledges in consideration of execution and adoption of this
20 Stipulation, Respondent hereby releases, absolves and forever discharges the State
21 of Nevada, the Board, and each of their members, agents, employees and legal
22 counsel, in their individual and representative capacities, from any and all manner of
23 actions, causes of action, suits, debts, judgments, executions, claims, and demands
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1 whatsoever, known and unknown, in law or equity, that Respondent ever had, now
2 has, may have, or claim to have against any or all of the persons or entities named in
3 this section, arising out the above-referenced Complaint, as well as the negotiation
4 and completion of this Stipulation.

5 35. In the event the Board adopts this Stipulation, Respondent agrees it may be
6 considered in any future Board proceeding(s) or judicial review, whether such judicial
7 review is performed by either the State or Federal District Court(s).

8 36. This Stipulation was considered by the Board in an open meeting on
9 September 8, 2022. This Stipulation is considered a final disposition of a contested
10 case, will become a public record and will be reportable to the National Practitioner
11 Data Bank.

12 37. This Stipulation is not effective until all signatures are affixed. Signatures
13 may be completed in counterpart, either in original or facsimile form.

14 **IT IS SO STIPULATED. Approved by a majority vote of the Nevada State
15 Board of Optometry and considered entered on the 12th day of September 2022.**

16 By _____ this ____ day of September 2022.
17 Nidha Nathani, OD
18 Respondent

19 By _____ this ____ day of September 2022.
20 Mariah Smith, O.D.
21 President, Nevada State Board of Optometry

1 whatsoever, known and unknown, in law or equity, that Respondent ever had, now
2 has, may have, or claim to have against any or all of the persons or entities named in
3 this section, arising out the above-referenced Complaint, as well as the negotiation
4 and completion of this Stipulation.

5 35. In the event the Board adopts this Stipulation, Respondent agrees it may be
6 considered in any future Board proceeding(s) or judicial review, whether such judicial
7 review is performed by either the State or Federal District Court(s).

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9 September 8, 2022. This Stipulation is considered a final disposition of a contested
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11 Data Bank.

12 37. This Stipulation is not effective until all signatures are affixed. Signatures
13 may be completed in counterpart, either in original or facsimile form.

14 **IT IS SO STIPULATED. Approved by a majority vote of the Nevada State
15 Board of Optometry and considered entered on the 12th day of September 2022.**

16 By  this 14 day of September 2022.
17 Nidha Mahani, O.D.
Respondent

18 By _____ this ____ day of September 2022.
19 Mariah Smith, O.D.
President, Nevada State Board of Optometry

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Stipulation for Settlement of Complaint 22-09

whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out the above-referenced Complaint, as well as the negotiation and completion of this Stipulation.

35. In the event the Board adopts this Stipulation, Respondent agrees it may be considered in any future Board proceeding(s) or judicial review, whether such judicial review is performed by either the State or Federal District Court(s).

36. This Stipulation was considered by the Board in an open meeting on September 8, 2022. This Stipulation is considered a final disposition of a contested case, will become a public record and will be reportable to the National Practitioner Data Bank.

37. This Stipulation is not effective until all signatures are affixed. Signatures may be completed in counterpart, either in original or facsimile form.

IT IS SO STIPULATED. Approved by a majority vote of the Nevada State Board of Optometry and considered entered on the 12th day of September 2022.

By _____ this ____ day of September 2022. Nidha Nathani, OD

Respondent

By  this 12 day of September 2022.
Mariah Smith, O.D.

President, Nevada State Board of Optometry

APPROVED AS TO FORM AND CONTENT

1 By _____ this ____ day of September 2022.
Lyn Beggs, Esq.
2 Law Offices of Lyn E. Beggs, PLLC
Counsel for Respondent

3 By _____ this ____ day of September 2022.
4 Caren C. Jenkins, Esq.
Executive Director, Nevada State Board of Optometry

5 By _____ this ____ day of September 2022.
6 Asheesh Bhalla, Esq.
7 Deputy Attorney General
Board Counsel, Nevada State Board of Optometry

BOARD ACTION

10 This Stipulation for Settlement of Complaint in the matter of Nidha Nathani,
11 O.D., Case No. 22-09 was (initial appropriate action):

12 Approved: ceq _____ Disapproved _____

13
14 by a majority vote of the Nevada State Board of Optometry at a properly noticed
15 meeting on September 8, 2022. Following are the recorded votes of members of the
16 Board:

- | | | |
|----|--------------------------------------|-----|
| 17 | Mariah Smith, O.D., President | AYE |
| 18 | Jeffrey Austin, O.D., Vice President | AYE |
| 19 | Stephanie Lee, O.D., Board Member | AYE |
| 20 | Drew Johnson, Public Board Member | AYE |

21
22 DATED this 12th day of September 2022.

23
24 _____
25 **Caren C. Jenkins, Executive Director**
26 **NEVADA STATE BOARD OF OPTOMETRY**

APPROVED AS TO FORM AND CONTENT

1 By  this 14th day of September 2022.
Lyn E. Beggs, Esq.
2 Law Offices of Lyn E. Beggs, PLLC
Counsel for Respondent

3 By _____ this ____ day of September 2022.
4 Caren C. Jenkins, Esq.
Executive Director, Nevada State Board of Optometry

5 By _____ this ____ day of September 2022.
6 Asheesh Bhalla, Esq.
Deputy Attorney General
7 Board Counsel, Nevada State Board of Optometry

BOARD ACTION

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9
10 This Stipulation for Settlement of Complaint in the matter of Nidha Nathani,
11 O.D., Case No. 22-09 was (initial appropriate action):

12
13 Approved: CEJ Disapproved _____

14 by a majority vote of the Nevada State Board of Optometry at a properly noticed
15 meeting on September 8, 2022. Following are the recorded votes of members of the
16 Board:

17 Mariah Smith, O.D., President AYE
18 Jeffrey Austin, O.D., Vice President AYE
19 Stephanie Lee, O.D., Board Member AYE
20 Drew Johnson, Public Board Member AYE
21

22 DATED this 12th day of September 2022.

23
24 _____
25 **Caren C. Jenkins, Executive Director**
26 **NEVADA STATE BOARD OF OPTOMETRY**

APPROVED AS TO FORM AND CONTENT

By _____ this ____ day of September 2022.

Lyn Beggs, Esq.
Law Offices of Lyn E. Beggs, PLLC
Counsel for Respondent

By *CCJ Jenkins* this 14th day of September 2022.

Caren C. Jenkins, Esq.
Executive Director, Nevada State Board of Optometry

By *Asheesh S. Bhalla* this 12th day of September 2022.

Asheesh Bhalla, Esq.
Deputy Attorney General
Board Counsel, Nevada State Board of Optometry

BOARD ACTION

This Stipulation for Settlement of Complaint in the matter of Nidha Nathani, O.D., Case No. 22-09 was (initial appropriate action):

Approved: *CCJ* Disapproved _____

by a majority vote of the Nevada State Board of Optometry at a properly noticed meeting on September 8, 2022. Following are the recorded votes of members of the Board:

Mariah Smith, O.D., President	AYE
Jeffrey Austin, O.D., Vice President	AYE
Stephanie Lee, O.D., Board Member	AYE
Drew Johnson, Public Board Member	AYE

DATED this 14th day of September 2022.

CCJ Jenkins
Caren C. Jenkins, Executive Director
NEVADA STATE BOARD OF OPTOMETRY

BEFORE THE STATE OF NEVADA
BOARD OF OPTOMETRY

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2 CAREN C. JENKINS, Executive Director,
3 STATE OF NEVADA BOARD OF
4 OPTOMETRY,

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Petitioner,

Case No.: 22-09

-vs-

ORDER DISMISSING COMPLAINT

NIDHA NATHANI, O.D., LIC. NO. 1118

Respondent.

The attached Stipulated Settlement Agreement regarding Complaint No. 22-09 came before the Nevada State Board of Optometry for consideration at its regular meeting held on September 8, 2022.

Based on its review of the documents before it, **THE BOARD FINDS** that the stipulations of fact support Respondent's violation of NRS Chapter 636.346; and the agreed-upon imposition of discipline is appropriate under the circumstances.

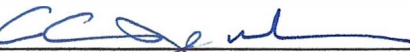
1. Within sixty (60) days of the entry of this order, Respondent shall pay a \$2,000 administrative penalty to the Board.
2. For a period of 2 years from the date of entry of this order, Respondent's license shall be on probation. During this probationary period, Respondent shall not participate in any activity related to telemedicine in optometry or any remote-access eye examinations. Should Respondent be found to have engaged in any conduct in violation of Chapters 636 of NRS or NAC related in any way to her activities as stipulated in Case No. 22-09, Respondent's license to practice optometry in Nevada shall be immediately suspended, the stipulated settlement shall be automatically rescinded, and the Board shall be entitled to proceed with a hearing on the allegations in the instant

complaint without regard to any previous stipulation in Case No. 22-09.

1 3. Within 14 days of entry of this order, Respondent, at her own expense, shall
2 take and pass the Nevada Online State Law Exam.

3 **Based on the foregoing and good cause appearing therefor, IT IS**
4 **ORDERED** the Complaint be dismissed. A copy of the Complaint and this Order shall
5 be maintained in the licensee's file. Should a similar complaint come before the Board,
6 the content of this matter may be considered as evidence.

7 DATED this 15th day of September, 2022.

8
9 
10 _____
11 Caren C. Jenkins, Esq., Executive Director

11 **AFFIDAVIT OF SERVICE**

12 I, Nancy Padilla, an employee of the Nevada State Board of Optometry, on
13 September 15, 2022, caused a true and correct electronic copy of
14 the foregoing Order Dismissing Complaint and the materials considered by the Board
15 to be emailed to Respondent's Counsel at her email address of record,
16 Lyn @ lbeggslaw.com. I also placed a printed copy of the
17 foregoing documents into the hands of the United States Postal Service by first-class
18 mail, postage prepaid, on the date listed below, being addressed as follows:

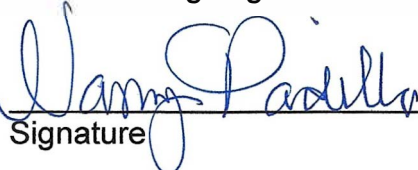
18 To Complainant: ADDRESS WITHHELD

19 To Respondent: C/O Lyn Beggs, Esq.

20 Law Offices of Lyn E. Beggs, PLLC

21 I declare under penalty of perjury that the foregoing is true and correct.

22 Date: 9/15/22

23 
24 _____
25 Signature