

BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the First Amended
Accusation Against:

Stephen Winslow Gordon, M.D.

Physician's & Surgeon's
Certificate No. G 155995

Respondent.

Case No. 800-2019-057659

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on October 1, 2021.

IT IS SO ORDERED: September 1, 2021.

MEDICAL BOARD OF CALIFORNIA



Laurie Rose Lubiano, J.D., Chair
Panel A

1 ROB BONTA
Attorney General of California
2 JANE ZACK SIMON
Supervising Deputy Attorney General
3 ANA GONZALEZ
Deputy Attorney General
4 State Bar No. 190263
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7 *Attorneys for Complainant*

8
9 **BEFORE THE**
MEDICAL BOARD OF CALIFORNIA
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the First Amended Accusation
13 Against:

14 **STEPHEN WINSLOW GORDON, M.D.**
15 **3809 Maurice Court**
Las Vegas, Nevada 89108

16 **Physician's and Surgeon's Certificate No. G**
17 **155995**

18 Respondent.

Case No. 800-2019-057659

OAH No. 2020120444

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
20 entitled proceedings that the following matters are true:

21 **PARTIES**

22 1. William Prasifka (Complainant) is the Executive Director of the Medical Board of
23 California (Board). He brought this action solely in his official capacity and is represented in this
24 matter by Rob Bonta, Attorney General of the State of California, by Ana Gonzalez, Deputy
25 Attorney General.
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1 2. Respondent Stephen Winslow Gordon, M.D. (Respondent) is represented in this
2 proceeding by attorney Marglyn E. Paseka, whose address is: 50 California Street, 34th Floor
3 San Francisco, CA 94111.

4 3. On or about May 14, 2018, the Board issued Physician's and Surgeon's Certificate
5 No. G 155995 to Stephen Winslow Gordon, M.D. (Respondent). The Physician's and Surgeon's
6 Certificate was in full force and effect at all times relevant to the charges brought in First
7 Amended Accusation No. 800-2019-057659, and will expire on May 31, 2022, unless renewed.

8 **JURISDICTION**

9 4. First Amended Accusation No. 800-2019-057659 was filed before the Board, and is
10 currently pending against Respondent. The First Amended Accusation and all other statutorily
11 required documents were properly served on Respondent on April 20, 2021. Respondent timely
12 filed his Notice of Defense contesting the First Amended Accusation.

13 5. A copy of First Amended Accusation No. 800-2019-057659 is attached as exhibit A
14 and incorporated herein by reference.

15 **ADVISEMENT AND WAIVERS**

16 6. Respondent has carefully read, fully discussed with counsel, and understands the
17 charges and allegations in First Amended Accusation No. 800-2019-057659. Respondent has
18 also carefully read, fully discussed with his counsel, and understands the effects of this Stipulated
19 Settlement and Disciplinary Order.

20 7. Respondent is fully aware of his legal rights in this matter, including the right to a
21 hearing on the charges and allegations in the First Amended Accusation; the right to confront and
22 cross-examine the witnesses against him; the right to present evidence and to testify on his own
23 behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the
24 production of documents; the right to reconsideration and court review of an adverse decision;
25 and all other rights accorded by the California Administrative Procedure Act and other applicable
26 laws.

27 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
28 every right set forth above.

1 CULPABILITY

2 9. Respondent agrees that, at a hearing, Complainant could establish a prima facie case
3 or factual basis for the charges in the First Amended Accusation, and that Respondent hereby
4 gives up his right to contest those charges.

5 10. Respondent does not contest that, at an administrative hearing, complainant could
6 establish a prima facie case with respect to the charges and allegations in First Amended
7 Accusation No. 800-2019-057659, a true and correct copy of which is attached hereto as Exhibit
8 A, and that he has thereby subjected his Physician's and Surgeon's Certificate, No. G 155995 to
9 disciplinary action.

10 11. Respondent agrees that his Physician's and Surgeon's Certificate is subject to
11 discipline and he agrees to be bound by the Board's probationary terms as set forth in the
12 Disciplinary Order below.

13 12. Respondent agrees that if he ever petitions for early termination or modification of
14 probation, or if an accusation and/or petition to revoke probation is filed against him before the
15 Board, all of the charges and allegations contained in First Amended Accusation No. 800-2019-
16 057659 shall be deemed true, correct and fully admitted by respondent for purposes of any such
17 proceeding or any other licensing proceeding involving Respondent in the State of California.

18 CONTINGENCY

19 13. This stipulation shall be subject to approval by the Medical Board of California.
20 Respondent understands and agrees that counsel for Complainant and the staff of the Medical
21 Board of California may communicate directly with the Board regarding this stipulation and
22 settlement, without notice to or participation by Respondent or his counsel. By signing the
23 stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek
24 to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails
25 to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary
26 Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal
27 action between the parties, and the Board shall not be disqualified from further action by having
28 considered this matter.

1 2. EDUCATION COURSE. Within 60 calendar days of the effective date of this
2 Decision, and on an annual basis thereafter, Respondent shall submit to the Board or its designee
3 for its prior approval educational program(s) or course(s) which shall not be less than 40 hours
4 per year, for each year of probation. The educational program(s) or course(s) shall be aimed at
5 correcting any areas of deficient practice or knowledge and shall be Category I certified. The
6 educational program(s) or course(s) shall be at Respondent's expense and shall be in addition to
7 the Continuing Medical Education (CME) requirements for renewal of licensure. Following the
8 completion of each course, the Board or its designee may administer an examination to test
9 Respondent's knowledge of the course. Respondent shall provide proof of attendance for 65
10 hours of CME of which 40 hours were in satisfaction of this condition.

11 3. CLINICAL COMPETENCE ASSESSMENT PROGRAM. Within 60 calendar
12 days of the effective date of this Decision, Respondent shall enroll in a clinical competence
13 assessment program approved in advance by the Board or its designee. Respondent shall
14 successfully complete the program not later than six (6) months after Respondent's initial
15 enrollment unless the Board or its designee agrees in writing to an extension of that time.

16 The program shall consist of a comprehensive assessment of Respondent's physical and
17 mental health and the six general domains of clinical competence as defined by the Accreditation
18 Council on Graduate Medical Education and American Board of Medical Specialties pertaining to
19 Respondent's current or intended area of practice. The program shall take into account data
20 obtained from the pre-assessment, self-report forms and interview, and the Decision(s), First
21 Amended Accusation(s), and any other information that the Board or its designee deems relevant.
22 The program shall require Respondent's on-site participation for a minimum of three (3) and no
23 more than five (5) days as determined by the program for the assessment and clinical education
24 evaluation. Respondent shall pay all expenses associated with the clinical competence
25 assessment program.

26 At the end of the evaluation, the program will submit a report to the Board or its designee
27 which unequivocally states whether the Respondent has demonstrated the ability to practice
28 safely and independently. Based on Respondent's performance on the clinical competence

1 assessment, the program will advise the Board or its designee of its recommendation(s) for the
2 scope and length of any additional educational or clinical training, evaluation or treatment for any
3 medical condition or psychological condition, or anything else affecting Respondent's practice of
4 medicine. Respondent shall comply with the program's recommendations.

5 Determination as to whether Respondent successfully completed the clinical competence
6 assessment program is solely within the program's jurisdiction.

7 Respondent shall not practice medicine, , until Respondent has successfully completed the
8 program and has been so notified by the Board or its designee in writing. The Clinical
9 Competence Assessment shall specifically address Respondent's competence in the area of
10 cosmetic surgery, and Respondent shall not practice cosmetic surgery in California until such
11 time as the program has notified the Board or its designee that he is safe to practice in that
12 specialty.

13 4. MONITORING - PRACTICE. Within 30 calendar days of the effective date of
14 this Decision, Respondent shall submit to the Board or its designee for prior approval as a
15 practice monitor(s), the name and qualifications of one or more licensed physicians and surgeons
16 whose licenses are valid and in good standing, and who are preferably American Board of
17 Medical Specialties (ABMS) certified. A monitor shall have no prior or current business or
18 personal relationship with Respondent, or other relationship that could reasonably be expected to
19 compromise the ability of the monitor to render fair and unbiased reports to the Board, including
20 but not limited to any form of bartering, shall be in Respondent's field of practice, and must agree
21 to serve as Respondent's monitor. Respondent shall pay all monitoring costs.

22 The Board or its designee shall provide the approved monitor with copies of the Decision(s)
23 and First Amended Accusation, and a proposed monitoring plan. Within 15 calendar days of
24 receipt of the Decision, First Amended Accusation, and proposed monitoring plan, the monitor
25 shall submit a signed statement that the monitor has read the Decision and First Amended
26 Accusation, fully understands the role of a monitor, and agrees or disagrees with the proposed
27 monitoring plan. If the monitor disagrees with the proposed monitoring plan, the monitor shall
28 submit a revised monitoring plan with the signed statement for approval by the Board or its

1 designee.

2 Within 60 calendar days of the effective date of this Decision, and continuing throughout
3 probation, Respondent's practice shall be monitored by the approved monitor. Respondent shall
4 make all records available for immediate inspection and copying on the premises by the monitor
5 at all times during business hours and shall retain the records for the entire term of probation.

6 If Respondent fails to obtain approval of a monitor within 60 calendar days of the effective
7 date of this Decision, Respondent shall receive a notification from the Board or its designee to
8 cease the practice of medicine within three (3) calendar days after being so notified. Respondent
9 shall cease the practice of medicine until a monitor is approved to provide monitoring
10 responsibility.

11 The monitor(s) shall submit a quarterly written report to the Board or its designee which
12 includes an evaluation of Respondent's performance, indicating whether Respondent's practices
13 are within the standards of practice of medicine, and whether Respondent is practicing medicine
14 safely, billing appropriately or both. It shall be the sole responsibility of Respondent to ensure
15 that the monitor submits the quarterly written reports to the Board or its designee within 10
16 calendar days after the end of the preceding quarter.

17 If the monitor resigns or is no longer available, Respondent shall, within 5 calendar days of
18 such resignation or unavailability, submit to the Board or its designee, for prior approval, the
19 name and qualifications of a replacement monitor who will be assuming that responsibility within
20 15 calendar days. If Respondent fails to obtain approval of a replacement monitor within 60
21 calendar days of the resignation or unavailability of the monitor, Respondent shall receive a
22 notification from the Board or its designee to cease the practice of medicine within three (3)
23 calendar days after being so notified. Respondent shall cease the practice of medicine until a
24 replacement monitor is approved and assumes monitoring responsibility.

25 In lieu of a monitor, Respondent may participate in a professional enhancement program
26 approved in advance by the Board or its designee that includes, at minimum, quarterly chart
27 review, semi-annual practice assessment, and semi-annual review of professional growth and
28 education. Respondent shall participate in the professional enhancement program at Respondent's

1 expense during the term of probation.

2 5. NOTIFICATION. Within seven (7) days of the effective date of this Decision, the
3 Respondent shall provide a true copy of this Decision and First Amended Accusation to the Chief
4 of Staff or the Chief Executive Officer at every hospital where privileges or membership are
5 extended to Respondent, at any other facility where Respondent engages in the practice of
6 medicine, including all physician and locum tenens registries or other similar agencies, and to the
7 Chief Executive Officer at every insurance carrier which extends malpractice insurance coverage
8 to Respondent. Respondent shall submit proof of compliance to the Board or its designee within
9 15 calendar days.

10 This condition shall apply to any change(s) in hospitals, other facilities or insurance carrier.

11 6. SUPERVISION OF PHYSICIAN ASSISTANTS AND ADVANCED PRACTICE
12 NURSES. During probation, Respondent is prohibited from supervising physician assistants and
13 advanced practice nurses.

14 7. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, all
15 rules governing the practice of medicine in California and remain in full compliance with any
16 court ordered criminal probation, payments, and other orders.

17 8. QUARTERLY DECLARATIONS. Respondent shall submit quarterly
18 declarations under penalty of perjury on forms provided by the Board, stating whether there has
19 been compliance with all the conditions of probation.

20 Respondent shall submit quarterly declarations not later than 10 calendar days after the end
21 of the preceding quarter.

22 9. GENERAL PROBATION REQUIREMENTS.

23 Compliance with Probation Unit

24 Respondent shall comply with the Board's probation unit.

25 Address Changes

26 Respondent shall, at all times, keep the Board informed of Respondent's business and
27 residence addresses, email address (if available), and telephone number. Changes of such
28 addresses shall be immediately communicated in writing to the Board or its designee. Under no

1 circumstances shall a post office box serve as an address of record, except as allowed by Business
2 and Professions Code section 2021, subdivision (b).

3 Place of Practice

4 Respondent shall not engage in the practice of medicine in Respondent's or patient's place
5 of residence, unless the patient resides in a skilled nursing facility or other similar licensed
6 facility.

7 License Renewal

8 Respondent shall maintain a current and renewed California physician's and surgeon's
9 license.

10 Travel or Residence Outside California

11 Respondent shall immediately inform the Board or its designee, in writing, of travel to any
12 areas outside the jurisdiction of California which lasts, or is contemplated to last, more than thirty
13 (30) calendar days.

14 In the event Respondent should leave the State of California to reside or to practice,
15 Respondent shall notify the Board or its designee in writing 30 calendar days prior to the dates of
16 departure and return.

17 10. INTERVIEW WITH THE BOARD OR ITS DESIGNEE. Respondent shall be
18 available in person upon request for interviews either at Respondent's place of business or
19 at the probation unit office, with or without prior notice throughout the term of probation.

20 11. NON-PRACTICE WHILE ON PROBATION. Respondent shall notify the Board
21 or its designee in writing within 15 calendar days of any periods of non-practice lasting more than
22 30 calendar days and within 15 calendar days of Respondent's return to practice. Non-practice is
23 defined as any period of time Respondent is not practicing medicine as defined in Business and
24 Professions Code sections 2051 and 2052 for at least 40 hours in a calendar month in direct
25 patient care, clinical activity or teaching, or other activity as approved by the Board. If
26 Respondent resides in California and is considered to be in non-practice, Respondent shall
27 comply with all terms and conditions of probation. All time spent in an intensive training
28 program which has been approved by the Board or its designee shall not be considered non-

1 practice and does not relieve Respondent from complying with all the terms and conditions of
2 probation. Practicing medicine in another state of the United States or Federal jurisdiction while
3 on probation with the medical licensing authority of that state or jurisdiction shall not be
4 considered non-practice. A Board-ordered suspension of practice shall not be considered as a
5 period of non-practice.

6 In the event Respondent's period of non-practice while on probation exceeds 18 calendar
7 months, Respondent shall successfully complete the Federation of State Medical Boards' Special
8 Purpose Examination, or, at the Board's discretion, a clinical competence assessment program
9 that meets the criteria of Condition 18 of the current version of the Board's "Manual of Model
10 Disciplinary Orders and Disciplinary Guidelines" prior to resuming the practice of medicine.

11 Respondent's period of non-practice while on probation shall not exceed two (2) years.

12 Periods of non-practice will not apply to the reduction of the probationary term.

13 Periods of non-practice for a Respondent residing outside of California will relieve
14 Respondent of the responsibility to comply with the probationary terms and conditions with the
15 exception of this condition and the following terms and conditions of probation: Obey All Laws;
16 General Probation Requirements; Quarterly Declarations; Abstain from the Use of Alcohol and/or
17 Controlled Substances; and Biological Fluid Testing.

18 12. COMPLETION OF PROBATION. Respondent shall comply with all financial
19 obligations (e.g., restitution, probation costs) not later than 120 calendar days prior to the
20 completion of probation. Upon successful completion of probation, Respondent's certificate shall
21 be fully restored.

22 13. VIOLATION OF PROBATION. Failure to fully comply with any term or
23 condition of probation is a violation of probation. If Respondent violates probation in any
24 respect, the Board, after giving Respondent notice and the opportunity to be heard, may revoke
25 probation and carry out the disciplinary order that was stayed. If an Accusation, or Petition to
26 Revoke Probation, or an Interim Suspension Order is filed against Respondent during probation,
27 the Board shall have continuing jurisdiction until the matter is final, and the period of probation
28 shall be extended until the matter is final.

1 14. LICENSE SURRENDER. Following the effective date of this Decision, if
2 Respondent ceases practicing due to retirement or health reasons or is otherwise unable to satisfy
3 the terms and conditions of probation, Respondent may request to surrender his or her license.
4 The Board reserves the right to evaluate Respondent's request and to exercise its discretion in
5 determining whether or not to grant the request, or to take any other action deemed appropriate
6 and reasonable under the circumstances. Upon formal acceptance of the surrender, Respondent
7 shall within 15 calendar days deliver Respondent's wallet and wall certificate to the Board or its
8 designee and Respondent shall no longer practice medicine. Respondent will no longer be subject
9 to the terms and conditions of probation. If Respondent re-applies for a medical license, the
10 application shall be treated as a petition for reinstatement of a revoked certificate.

11 15. PROBATION MONITORING COSTS. Respondent shall pay the costs associated
12 with probation monitoring each and every year of probation, as designated by the Board, which
13 may be adjusted on an annual basis. Such costs shall be payable to the Medical Board of
14 California and delivered to the Board or its designee no later than January 31 of each calendar
15 year.

16 16. FUTURE ADMISSIONS CLAUSE. If Respondent should ever apply or reapply
17 for a new license or certification, or petition for reinstatement of a license, by any other health
18 care licensing action agency in the State of California, all of the charges and allegations contained
19 in First Amended Accusation No. 800-2019-057659 shall be deemed to be true, correct, and
20 admitted by Respondent for the purpose of any Statement of Issues or any other proceeding
21 seeking to deny or restrict license.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Marglyn E. Paseka. I understand the stipulation and the effect it will have on my Physician's and Surgeon's Certificate. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Medical Board of California.

DATED: 6/10/21 *Stephen Winslow Gordon M.D.*
STEPHEN WINSLOW GORDON, M.D.
Respondent

I have read and fully discussed with Respondent Stephen Winslow Gordon, M.D. the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 6/10/2021 *M. Paseka*
MARGLYN E. PASEKA
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Medical Board of California.

DATED: 6/10/2021

Respectfully submitted,
ROB BONTA
Attorney General of California
JANE ZACK SIMON
Supervising Deputy Attorney General

Ana Gonzalez
ANA GONZALEZ
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

First Amended Accusation No. 800-2019-057659

1 MATTHEW RODRIQUEZ
Acting Attorney General of California
2 JANE ZACK SIMON
Supervising Deputy Attorney General
3 ANA GONZALEZ
Deputy Attorney General
4 State Bar No. 190263
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 510-3608
6 Facsimile: (415) 703-5480
E-mail: Ana.Gonzalez@doj.ca.gov
7 *Attorneys for Complainant*

8
9 **BEFORE THE**
MEDICAL BOARD OF CALIFORNIA
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the First Amended Accusation
13 Against:

Case No. 800-2019-057659

14 **Stephen Winslow Gordon, M.D.**
15 **3809 Maurice Ct**
Las Vegas, Nevada 89108-5245

FIRST AMENDED ACCUSATION

16 **Physician's and Surgeon's Certificate**
17 **No. G 155995,**

Respondent.

18
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20 **PARTIES**

21 1. William Prasifka (Complainant) brings this First Amended Accusation solely in his
22 official capacity as the Executive Director of the Medical Board of California, Department of
23 Consumer Affairs (Board).

24 2. On or about May 14, 2018, the Medical Board issued Physician's and Surgeon's
25 Certificate Number G 155995 to Stephen Winslow Gordon, M.D. (Respondent). The Physician's
26 and Surgeon's Certificate is in delinquent status, with an expiration date of May 31, 2020.

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1 **JURISDICTION**

2 This First Amended Accusation is brought before the Board, under the authority of the
3 following laws. All section references are to the Business and Professions Code (Code) unless
4 otherwise indicated.

5 3. Section 2227 of the Code provides in part that the Board may revoke, suspend for a
6 period not to exceed one year, or place on probation, the license of any licensee who has been
7 found guilty under the Medical Practice Act, and may recover the costs of probation monitoring.

8 4. Section 2305 of the Code provides, in part, that the revocation, suspension, or other
9 discipline, restriction or limitation imposed by another state upon a license to practice medicine
10 issued by that state, or the revocation, suspension, or restriction of the authority to practice
11 medicine by any agency of the federal government, that would have been grounds for discipline
12 in California under the Medical Practice Act, constitutes grounds for discipline for unprofessional
13 conduct.

14 5. Section 141 of the Code states:

15 (a) For any licensee holding a license issued by a board under the jurisdiction of
16 the department, a disciplinary action taken by another state, by any agency of the
17 federal government, or by another country for any act substantially related to the
18 practice regulated by the California license, may be a ground for disciplinary action
19 by the respective state licensing board. A certified copy of the record of the
20 disciplinary action taken against the licensee by another state, an agency of the
21 federal government, or another country shall be conclusive evidence of the events
22 related therein.

(b) Nothing in this section shall preclude a board from applying a specific
23 statutory provision in the licensing act administered by that board that provides for
24 discipline based upon a disciplinary action taken against the licensee by another state,
25 an agency of the federal government, or another country.

26 **FIRST CAUSE FOR DISCIPLINE**

27 **(Discipline, Restriction, or Limitation Imposed by Another State)**

28 6. On June 7, 2019, the Nevada State Board of Medical Examiners imposed restrictions
and discipline on Respondent's Nevada medical license. Respondent was ordered to refrain from
performing liposuction, liposculpture, fat grafting, and panniculectomy until further order of the
Board; a Public Letter of Reprimand was issued along with a fine of \$2,500.00. This discipline

1 was based on a Complaint setting out that Respondent's patient died from exsanguination caused
2 by perforation/puncture of internal organs committed during a liposuction, liposculpture, fat
3 grafting and panniculectomy procedure. A copy of the Nevada Settlement Agreement and
4 Complaint is attached as Exhibit A.

5 7. Respondent's conduct and the action of the Nevada Medical Board as set forth in
6 paragraph 6, above, constitute cause for discipline pursuant to sections 2305 and/or 141 of the
7 Code.

8 **SECOND CAUSE FOR DISCIPLINE**

9 **(Discipline, Restriction, or Limitation Imposed by Another State)**

10 8. On March 5, 2021, the Nevada State Board of Medical Examiners imposed
11 restrictions and discipline on Respondent's Nevada medical license. In addition to a Public Letter
12 of Reprimand, Respondent was ordered to complete 100 hours of community service, pay a fine,
13 and take continuing medical education courses in medical ethics and professionalism. This
14 discipline was based on a Complaint setting out that Respondent's patient died from a pulmonary
15 fat embolism after a procedure where fat was transferred into her buttocks after liposuction in her
16 lower back, abdomen and flanks. Respondent did not discuss the risk of death associated with
17 this procedure with this patient, and did not obtain written consent acknowledging the risk of
18 pulmonary fat embolism and potential death from the procedure. A copy of the Nevada
19 Settlement Agreement and Complaint is attached as Exhibit B.

20 9. Respondent's conduct and the action of the Nevada Medical Board as set forth in
21 paragraph 6, above, constitute cause for discipline pursuant to sections 2305 and/or 141 of the
22 Code.

23 **PRAYER**

24 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
25 and that following the hearing, the Medical Board of California issue a decision:

26 1. Revoking or suspending Physician's and Surgeon's Certificate Number G 155995,
27 issued to Stephen Winslow Gordon, M.D.;

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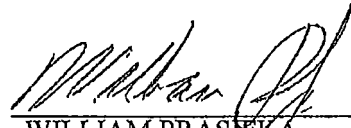
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2. Revoking, suspending or denying approval of Stephen Winslow Gordon, M.D.'s authority to supervise physician assistants and advanced practice nurses;

3. Ordering Stephen Winslow Gordon, M.D., if placed on probation, to pay the Board the costs of probation monitoring; and

4. Taking such other and further action as deemed necessary and proper.

DATED: APR 20 2021


WILLIAM PRASIFKA
Executive Director
Medical Board of California
Department of Consumer Affairs
State of California
Complainant

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Exhibit A
2019 Nevada Board Settlement Agreement and Complaint

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 688-2359

BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

* * * * *

In the Matter of Charges and
Complaint Against
STEPHEN WINSLOW GORDON, M.D.,
Respondent.

Case No. 19-11531-1

FILED

JUN 10 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: _____

SETTLEMENT AGREEMENT

The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), by and through Aaron Bart Fricke, Esq., Deputy General Counsel for the Board and attorney for the IC, and Stephen Winslow Gordon, M.D. (Respondent), a licensed physician in Nevada, assisted by his attorney, John H. Cotton, Esq., of the law firm of John H. Cotton & Associates Ltd., 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 September 23, 1996 (License No. 7986).

2. On February 28, 2019, in Case No. 19-11531-1, the IC filed a formal Complaint (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I).

3. By reason of the foregoing, Respondent is subject to discipline by the Board as

¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore, Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, any state or federal court proceeding, or any credentialing or privileges matter.

OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners

9600 Gateway Drive

Reno, Nevada 89521

(775) 688-2559

1 provided in NRS 630.352.

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

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

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

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

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B. Terms & Conditions

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

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

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

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

4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent acknowledges that the IC believes it has a reasonable basis to allege that Respondent engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. The IC acknowledges Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have merit and Respondent

OFFICE OF THE GENERAL COUNSEL

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

1 is agreeing to resolve this matter to avoid the costs of hearing and potential subsequent litigation.
2 Respondent asserts if this matter were to proceed to hearing, he has evidence, witnesses, expert
3 witness(es) and defenses to the counts/claims alleged in the Complaint, but for the purposes of
4 resolving the matter and for no other purpose, Respondent waives the presentation of evidence,
5 witnesses, expert witnesses, and defenses in order to effectuate this Agreement.

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

10 a. Respondent admits to Count I, Malpractice.

11 b. Respondent has voluntarily ceased and is hereby ordered to continue to refrain
12 from performing liposuction, liposculpture, fat grafting, and panniculectomy until further order of
13 the Board.

14 c. Respondent will pay the costs and expenses incurred in the investigation and
15 prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
16 adoption and approval of this Agreement, the current amount being \$5,167.46, not including any
17 costs that may be necessary to finalize this Agreement.

18 d. Respondent shall pay a fine of \$2,500.00 within sixty (60) days of the Board's
19 acceptance, adoption and approval of this Agreement.

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

22 f. Respondent shall receive a Public Letter of Reprimand.

23 g. Any other claims arising from Board Investigation No. 14-14992 shall be
24 dismissed with prejudice.

25 6. Release From Liability. In execution of this Agreement, Respondent understands
26 and agrees that the State of Nevada, the Board, and each of its members, staff, counsel,
27 investigators, experts, peer reviewers, committees, panels, hearing officers, consultants and agents
28 are immune from civil liability for any decision or action taken in good faith in response to

1 information acquired by the Board, NRS 630.364(2)(a). Respondent agrees to release the State of
2 Nevada, the Board, and each of its members, staff, counsel, investigators, experts, peer reviewers,
3 committees, panels, hearing officers, consultants and agents from any and all manner of actions,
4 causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and
5 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have, against
6 any or all of the persons, government agencies or entities named in this paragraph arising out of,
7 or by reason of, this investigation, this Agreement or the administration of the case referenced
8 herein.

9 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
10 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
11 resolution of this Complaint. In the course of seeking Board acceptance, approval and adoption of
12 this Agreement, counsel for the IC may communicate directly with the Board staff and the
13 adjudicating members of the Board.

14 Respondent acknowledges that such contacts and communications may be made or
15 conducted ex parte, without notice or opportunity to be heard on his part until the public Board
16 meeting where this Agreement is discussed, and that such contacts and communications may
17 include, but may not be limited to, matters concerning this Agreement, the Complaint and any and
18 all information of every nature whatsoever related to this matter. The IC and its counsel agree that
19 Respondent and/or Counsel for the Respondent may appear at the Board meeting where this
20 Agreement is discussed and, if requested, respond to any questions that may be addressed to the
21 IC or the IC's counsel.

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

26 9. Effect of Rejection of Agreement by Board. In the event the Board does not
27 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
28 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,

1 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
2 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
3 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
4 this Complaint and from participating in disciplinary proceedings against Respondent, including
5 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
6 such member absent evidence of bad faith.

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

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

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

16 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
17 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
18 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
19 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
20 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
21 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
22 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).
23 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
24 condition of this Agreement may subject Respondent to civil collection efforts.

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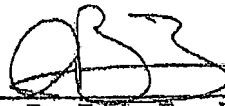
OFFICE OF THE GENERAL COUNSEL

Nevada State Board of Medical Examiners
9610 Gateway Drive
Reno, Nevada 89524
(775) 686-2559

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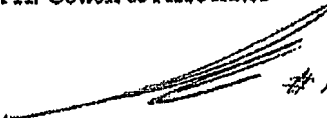
Dated this 6 day of June, 2019.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
Aaron Bart Fricke, Esq., Deputy General Counsel
Attorney for the Investigative Committee.

Dated this 5th day of June, 2019.

John H. Cotton & Associates

By:  #10216
John Cotton, Esq.
Attorneys for Respondent

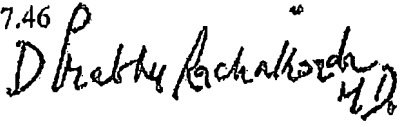
Dated this 5 day of June, 2019.


Stephen Winslow Gordon, M.D., Respondent

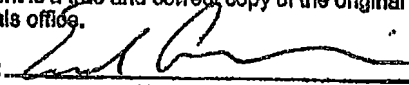
OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
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IT IS HEREBY ORDERED that the foregoing Settlement Agreement (19-11531-1) is approved and accepted by the Nevada State Board of Medical Examiners on the 7th day of June, 2019, with the final total amount of costs due of \$5,167.46



Rachakonda D. Prabhu, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS

STATE OF NEVADA
BOARD OF MEDICAL EXAMINERS
I certify, as Official Custodian of the records, that this document is a true and correct copy of the original on file in this office.
Signed: 
Executive Director
Date: 7/22/19

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

3 * * * * *

4 In the Matter of Charges and
5 Complaint Against
6 STEPHEN WINSLOW GORDON, M.D.,
7 Respondent.

Case No. 19-11531-1

FILED

FEB 28 2019

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

9 **COMPLAINT**

By: _____

10 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board)
11 hereby issues this formal Complaint (Complaint) against Stephen Winslow Gordon, M.D.
12 (Respondent), a physician licensed in Nevada. After investigating this matter, the IC has a
13 reasonable basis to believe that Respondent has violated provisions of Nevada Revised Statutes
14 (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical
15 Practice Act). The IC alleges the following facts:

16 1. Respondent is, and was at all times relevant to this case, a physician licensed to
17 practice medicine in the State of Nevada (License No. 7986). His license was originally issued
18 by the Board on September 23, 1996.

19 **A. Respondent's Treatment of Patient A**

20 2. Patient A was a healthy, well-developed 38-year-old female when she presented to
21 Respondent for liposuction, liposculpture, fat grafting, and panniculectomy procedures on or
22 about January 3, 2014 (the Operation).

23 3. Respondent performed the Operation on January 3, 2014, and caused multiple
24 extraneous injuries to Patient A.

25 4. During the Operation, Patient A went into respiratory distress, was transported to
26 the nearest hospital emergency department, and died shortly thereafter.

27
28 ¹ The Investigative Committee (IC) of the Nevada State Board of Medical Examiners (Board), at the time this formal
Complaint was authorized for filing, was composed of Board members Theodore B. Berndt, M.D., Chairman,
Michael J. Fischer, M.D., and Ms. Valerie J. Clark.

OFFICE OF THE GENERAL COUNSEL

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

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DATED this 28th day of February, 2019.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 

Aaron Bart Fricke, Esq., Deputy General Counsel
Attorney for the Investigative Committee

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

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VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

Wayne Hardwick, M.D., having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 28th day of February, 2019.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

Wayne Hardwick
Wayne Hardwick, M.D., Chairman

STATE OF NEVADA
BOARD OF MEDICAL EXAMINERS
I certify, as Official Custodian of the records, that this document is a true and correct copy of the original on file in this office.
Signed: [Signature]
Executive Director
Date: 7/22/19

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Exhibit B
2021 Nevada Board Settlement Agreement and Complaint

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
Reno, Nevada 89521
(775) 686-2559

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

3 * * * * *

4 **In the Matter of Charges and**
5 **Complaint Against:**
6 **STEPHEN WINSLOW GORDON, M.D.,**
7 **Respondent.**

Case No. 21-11531-1

FILED

MAR - 8 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: _____

9 **SETTLEMENT AGREEMENT**

10 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
11 (Board), by and through Aaron Bart Fricke, Esq., Senior Deputy General Counsel for the Board
12 and attorney for the IC, and Stephen Winslow Gordon, M.D. (Respondent), a licensed physician in
13 Nevada, assisted by his attorney, Kathleen Janssen, Esq., of the law firm of Cook & Kelesis, Ltd.,
14 hereby enter into this Settlement Agreement (Agreement) based on the following:¹

15 **A. BACKGROUND**

16 1. Respondent is a medical doctor currently licensed in active status by the Board
17 pursuant to Chapter 630 of the Nevada Revised Statutes (NRS) and Chapter 630 of the Nevada
18 Administrative Code (NAC) (collectively, the Medical Practice Act). His license was originally
19 issued by the Board on September 23, 1996. (License No. 7986).

20 2. On February 24, 2021, in Case No. 21-11531-1, the IC filed a formal Complaint
21 (Complaint) charging Respondent with violating the Medical Practice Act. Specifically, the
22 Complaint alleges one (1) violation of NRS 630.301(4), Malpractice (Count I).

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

25 ///

26 _____
27 ¹ All agreements and admissions made by Respondent are solely for final disposition of this matter and any
28 subsequent related administrative proceedings or civil litigation involving the Board and Respondent. Therefore,
Respondent's agreements and admissions are not intended or made for any other use, such as in the context of another
state or federal government regulatory agency proceeding, state or federal civil or criminal proceeding, including but
not limited to admissions for any purpose in any civil action based upon medical negligence, any state or federal court
proceeding, or any credentialing or privileges matter.

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

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

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

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

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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 that Respondent is not admitting that the IC's claims/counts as alleged in the Complaint have
2 merit and Respondent is agreeing to resolve this matter to avoid the costs of hearing and potential
3 subsequent litigation. Respondent asserts that 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 this 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 the Complaint pending against
9 Respondent, Respondent hereby agrees that the Board may issue an order finding that Respondent
10 engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act. Accordingly,
11 the following terms and conditions are hereby agreed upon:

12 a. Respondent admits to Count I of the Complaint, violation of
13 NRS 630.301(4), Malpractice.

14 b. Respondent shall perform one hundred (100) hours of community service,
15 without compensation, related to the provision of medical care to the poor or indigent. The
16 community service shall be completed within one hundred eighty (180) days of the Board's
17 acceptance, adoption and approval of this Agreement. The community service shall be performed
18 at the direction of a recognized not-for-profit organization, and proof of completion from said
19 organization shall be provided to the satisfaction of the Board within ninety (90) days of its
20 completion.

21 c. Respondent shall complete twenty-two (22) hours of continuing medical
22 education (CME) regarding medical ethics and professionalism within six (6) months of the date
23 of the Board's acceptance, adoption and approval of this Agreement. The aforementioned hours of
24 CME shall be in addition to any CME requirements that are regularly imposed upon Respondent
25 as a condition of licensure in the State of Nevada, and shall be approved by the Board to meet this
26 requirement prior to their completion, and proof of completion shall be provided to the Board.

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

1 d. Pursuant to NRS 630.352(4)(h), Respondent shall pay the maximum fine
2 permitted for this violation, five thousand dollars (\$5,000.00). The foregoing fine shall be paid in
3 twelve (12) equal monthly installments of four hundred sixteen dollars and sixty-six cents
4 (\$416.66), the first payment to be made with thirty (30) days of the Board's acceptance, adoption
5 and approval of this Agreement.

6 e. Respondent shall pay the costs and expenses incurred in the investigation
7 and prosecution of the above-referenced matter, the current amount being five thousand seven
8 hundred fifty-eight dollars and fifty-one cents (\$5,758.51), not including any costs that may be
9 necessary to finalize this Agreement. The foregoing costs and expenses shall be paid in twelve
10 (12) equal monthly installments of four hundred seventy-nine dollars and eighty-eight cents
11 (\$479.88), the first payment to be made with thirty (30) days of the Board's acceptance, adoption
12 and approval of this Agreement.

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

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

16 h. Any other claims or issues arising from the Complaint or the Respondent's
17 treatment of the patient at issue in this matter shall be dismissed with prejudice.

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

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1 or by reason of, this investigation, this Agreement or the administration of the case referenced
2 herein.

3 7. Procedure for Adoption of Agreement. The IC and counsel for the IC shall
4 recommend approval and adoption of the terms and conditions of this Agreement by the Board in
5 resolution of the Complaint. In the course of seeking Board acceptance, approval and adoption of
6 this Agreement, counsel for the IC may communicate directly with the Board staff and the
7 adjudicating members of the Board.

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

16 8. Effect of Acceptance of Agreement by Board. In the event the Board accepts,
17 approves and adopts this Agreement, the Board shall issue a final order, making this Agreement
18 an order of the Board, and, pending full compliance with the terms herein, the case shall be closed
19 and any other claims or issues arising from the Complaint or the Respondent's treatment of the
20 patient at issue in this matter shall be dismissed with prejudice.

21 9. Effect of Rejection of Agreement by Board. In the event the Board does not
22 accept, approve and adopt this Agreement, this Agreement shall be null, void and of no force and
23 effect except as to the following agreement regarding adjudications: (1) Respondent agrees that,
24 notwithstanding rejection of this Agreement by the Board, nothing contained in this Agreement
25 and nothing that occurs pursuant to efforts of the IC to seek the Board's acceptance of this
26 Agreement shall disqualify any member of the adjudicating panel of the Board from considering
27 the Complaint and from participating in disciplinary proceedings against Respondent, including

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1 adjudication of this case; and (2) Respondent further agrees that he shall not seek to disqualify any
2 such member absent evidence of bad faith.

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

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

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

13 **13. Failure to Comply With Terms.** Should Respondent fail to comply with any term
14 or condition of this Agreement once the Agreement has been accepted, approved and adopted by
15 the Board, the IC shall be authorized to immediately suspend Respondent's license to practice
16 medicine in Nevada pending an Order To Show Cause Hearing, which will be duly noticed.
17 Failure to comply with the terms of this Agreement, including failure to pay any fines, costs,
18 expenses or fees owed to the Board, is a failure to comply with an order of the Board, which may
19 result in additional disciplinary action being taken against Respondent. NRS 630.3065(2)(a).

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Reno, Nevada 89521
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1 Further, Respondent's failure to remit payment to the Board for monies agreed to be paid as a
2 condition of this Agreement may subject Respondent to any civil and administrative collection
3 efforts available.

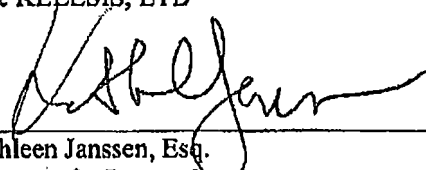
4 DATED this 24 day of FEBRUARY, 2021.

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6 INVESTIGATIVE COMMITTEE OF THE
7 NEVADA STATE BOARD OF MEDICAL EXAMINERS

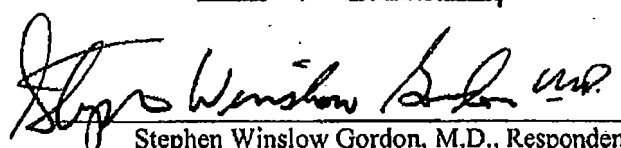
8 By: 
9 Aaron Bart Fricke, Esq., Senior Deputy General Counsel
10 Attorney for the Investigative Committee

11 DATED this 22 day of Feb, 2021.

12 COOK & KELESIS, LTD

13 By: 
14 Kathleen Janssen, Esq.
15 Attorneys for Respondent

16
17 DATED this 22 day of FEBRUARY, 2021.

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19 Stephen Winslow Gordon, M.D., Respondent
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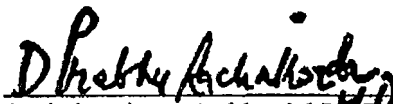
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ORDER

IT IS HEREBY ORDERED, that the foregoing Settlement Agreement (Case No. 21-11531-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 5th day of March, 2021, with the final total amount of costs due of five thousand seven hundred fifty-eight dollars and fifty-one cents (\$5,758.51)

DATED this 5th day of March, 2021.


Rachakonda D. Prabhu, M.D., President
Nevada State Board of Medical Examiners

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
9600 Gateway Drive
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1 **BEFORE THE BOARD OF MEDICAL EXAMINERS**
2 **OF THE STATE OF NEVADA**

3 * * * * *

4 **In the Matter of Charges and**
5 **Complaint Against**
6 **STEPHEN WINSLOW GORDON, M.D.,**
7 **Respondent.**

Case No. 21-11531-1

FILED

FEB 24 2021

NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By: _____

8
9 **COMPLAINT**

10 The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board)
11 hereby issues this formal Complaint (Complaint) against Stephen Winslow Gordon, M.D.
12 (Respondent), a physician licensed in Nevada. After investigating this matter, the IC has a
13 reasonable basis to believe that Respondent has violated provisions of Nevada Revised Statutes
14 (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical
15 Practice Act). The IC alleges the following facts:

16 1. Respondent is, and was at all times relevant to this case, a physician licensed to
17 practice medicine in the State of Nevada (License No. 7986). His license was originally issued
18 by the Board on September 23, 1996.

19 **A. Respondent's Treatment of Patient A**

20 2. Patient A's name is not disclosed in this Complaint to protect her identity, but her
21 identity is disclosed in the Patient Designation contemporaneously served on Respondent with a
22 copy of this Complaint.

23 3. Patient A was a healthy, 30-year-old female in February 2018, when she presented
24 to Respondent for liposuction in her lower back, abdomen, and flanks, and fat transfer into her
25 buttocks. The foregoing is commonly referred to as a "Brazilian Butt Lift" procedure (hereinafter,
26 the "Operation"), a procedure with a risk of death far greater than any other cosmetic surgeries.

27
28 ¹ The Investigative Committee of the Nevada State Board of Medical Examiners, at the time this formal Complaint was authorized for filing, was composed of Board members Mr. M. Neil Duxbury, Chairman, Aury Nagy, M.D., and Michael C. Edwards, M.D., FACS.

1 4. Respondent did not specifically discuss the risk of death associated with a Brazilian
2 Butt Lift and did not obtain written consent from Patient A that acknowledged the risk of
3 pulmonary fat embolism and potential death from the procedure.

4 5. Respondent performed the Operation on March 19, 2018. During the Operation,
5 Patient A went into cardiac arrest. Patient A was transported to Spring Valley Emergency Room,
6 where attempts to resuscitate her were unsuccessful.

7 6. Patient A died as a result of a pulmonary fat embolism suffered during the
8 Operation, that was performed by Respondent, or were caused by others acting at his direction, the
9 safety and performance of such tasks Respondent is professionally responsible for pursuant to
10 NAC 630.830.

11 COUNT I

12 **NRS 630.301(4) (Malpractice)**

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

15 8. Malpractice is grounds for disciplinary action against a licensee pursuant to
16 NRS 630.301(4).

17 9. NAC 630.040 defines malpractice as a practitioner's failure to use the reasonable
18 care, skill, or knowledge ordinarily used under similar circumstances when treating a patient.

19 10. As demonstrated by, but not limited to, the above-outlined facts, Respondent
20 committed malpractice with respect to his treatment of Patient A.

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

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

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

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

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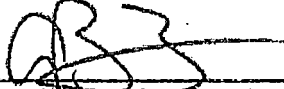
3. That the Board determine what sanctions to impose if it determines there has been a violation or violations of the Medical Practice Act committed by Respondent;

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

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

DATED this 24 day of February, 2021.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
Aaron Bart Fricke, Esq., Senior Deputy General Counsel
Attorney for the Investigative Committee

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VERIFICATION

STATE OF NEVADA)
) : ss.
COUNTY OF WASHOE)

Mr. M. Neil Duxbury, having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate and correct.

DATED this 24th day of February, 2021.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

M. NEIL DUXBURY

Mr. M. Neil Duxbury, Chairman