

John Michael BOWMAN

License Number:

4945

License Type:

Medical Doctor

License Status:

Active

Initial License Date:

Jan-07-1984

Expiration Date:

Jun-30-2025

Public Address:

8811 W Sahara Ave Ste 200

Public City:

Las Vegas

Public State:

Nevada

Public ZIP Code:

89117

Public Country:

United States

Public Phone Number:

(702) 333-2627

Credential:

M.D.

Specialties

Specialty
Sports Medicine
Surgery, Orthopaedic

Education History

Institution	Degree/Certificate	Date Enrolled	Date To
Creighton University / Omaha, NE	Medical Doctor Degree	N/A	May-21-1977

Postgraduate Training

Institution	Program Type	Specialty Type	Start Date	End Date
University of Michigan / Ann Arbor, MI	Internship	Rotating	Jun-24-1977	Dec-31-1977
Mayo Clinic / Rochester, MN	Residency	Surgery,Orthopaedic	Jan-01-1978	Dec-31-1982

Board Actions

Summary	Attachments
<p>COMPLAINT 23-8004-1 March 7, 2023</p> <p>The Investigative Committee of the Nevada State Board of Medical Examiners filed a formal Complaint against John Michael Bowman, M.D., alleging six (6) violations of the Nevada Medical Practice Acts, including: three (3) counts of NRS 630.301(4) – Malpractice (Counts I, IV, and V); two (2) counts of NRS 630.306(1)(e) - Practicing Beyond Scope of License, and Practicing Beyond Scope of Training (Counts II and III); and one (1) count of NRS 630.306(1)(b)(2) - Failure to Adequately Supervise (Count VI).</p> <p>Complaint: 11 pages.</p>	<p>Complaint - 23-8004-1.pdf</p>
<p>COMPLIANCE Case No. 23-8004-1 June 10, 2024</p> <p>Completed all terms of the settlement agreement for the above case as of June 3, 2024.</p> <p>*****</p> <p>SETTLEMENT AGREEMENT AND ORDER Case No. 23-8004-1 December 1, 2023</p> <p>On December 1, 2023, the Nevada State Board of Medical Examiners (Board) accepted and approved a Settlement Agreement which allowed for an order to be entered finding that Dr. Bowman violated NRS 630.306(1)(e) and NRS 630.306(1)(b)(2), as set forth in Counts II and VI of the Complaint, and ordered the following: Dr. Bowman shall receive a public reprimand; pay a fine in the amount of \$1,500; complete 15 hours of Continuing Medical Education (CME), in addition to his statutory CME requirements for licensure; reimburse the Board's fees and costs incurred in the investigation and prosecution of the case; and he shall not enter into a supervision agreement with a physician assistant who is performing or desires to perform liposuction surgery or any other cosmetic surgery or procedure. Counts I, III, IV and V of the Complaint were dismissed with prejudice.</p> <p>Settlement Agreement and Order: seven (7) pages.</p>	<p>Settlement Agreement and Order - 23-8004-1.pdf</p>

Current Employment Status / Conditions / Restrictions on License / Prior Malpractice Claims

Summary	Attachments
<p>PROFESSIONAL LIABILITY CLAIM, SETTLEMENT OR JUDGMENT OF \$5,000 OR MORE: 1) Date Received by the Board: 3/28/1994 Reported by: The Doctors' Company Date of Act/Omission: 1/11/1990 Details: Alleged negligence in the laceration of the iliac vein while performing a hip replacement. Medical Legal Screening Panel Findings:Reasonable probability of Malpractice Indemnity Paid: \$300,000 Total Pages: 0 2) Date Received by the Board: 3/28/2003 Reported by: St. Paul Medical Liability Date of Act/Omission: 10/31/1995 Details: Alleged negligent ACL repair resulted in permanent pain and impairment of patient's knee. Indemnity Paid: \$375,000 Total Pages: 0</p>	<p>N/A</p>

Malpractice Information

Summary	Attachments
<p>None.</p>	

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

3 * * * * *

4
5 **In the Matter of Charges and Complaint**
6 **Against:**
7 **JOHN MICHAEL BOWMAN, M.D.,**
8 **Respondent.**

Case No. 23-8004-1

FILED

DEC 01 2023

NEVADA STATE BOARD OF
MEDICAL EXAMINERS

By: Usma

9
10 **SETTLEMENT AGREEMENT**

11 The Investigative Committee (IC) of the Nevada State Board of Medical Examiners
12 (Board), by and through Deonne E. Contine, General Counsel for the Board and attorney for the
13 IC, and John Michael Bowman, M.D. (Respondent), a licensed physician in Nevada, hereby enter
14 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) to practice medicine in
19 Nevada. His license was originally issued on January 7, 1984 (License No. 4945).

20 2. On March 7, 2023, in Case No. 23-8004-1, 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 630.3062(1)(a) Failure to Maintain Appropriate
23 Medical Records (Count I); one (2) violations of NRS630.306(1)(e) Practicing Beyond Scope of
24 License (Counts II and III); and one (1) violation of NRS 630.301(4) Malpractice (Count IV).

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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, any state or
federal court proceeding, or any credentialing or privileges matter.

1 By reason of the foregoing, Respondent is subject to discipline by the Board as provided in
2 NRS 630.352.

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

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

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

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

1 **B. TERMS & CONDITIONS**

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

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

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

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

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

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

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

12 a. Respondent admits to Count II one (1) violation of NRS 630.306(1)(e),
13 Practicing Beyond Scope of License, and Count VI one (1) violation of NRS 630.306(1)(b)(2),
14 NAC 630.230(1)(i), Failure to Adequately Supervise.

15 b. Respondent will pay the costs and expenses incurred in the investigation
16 and prosecution of the above-referenced matter within sixty (60) days of the Board's acceptance,
17 adoption and approval of this Agreement, in the amount of six thousand one hundred fifty-one
18 dollars and nineteen cents (\$6,151.19).

19 c. Respondent shall pay a fine in the amount of one thousand five hundred
20 dollars (\$1,500) within sixty (60) days of the Board's acceptance, adoption and approval of this
21 Agreement.

22 d. Respondent shall complete fifteen (15) total hours of continuing medical
23 education (CME) on the subjects of medical ethics, scope of practice, and professionalism. These
24 fifteen (15) hours of CME shall be in addition to the CME requirements regularly imposed upon
25 Respondent as a condition of licensure in the State of Nevada pursuant to NAC 630.153(1), and
26 shall be approved by the Board prior to their completion.

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1 e. The Respondent shall not enter into a supervision agreement with a
2 physician assistant who is performing or desires to perform liposuction surgery or any other
3 cosmetic surgery or procedure.

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

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

7 h. The remaining counts of the Complaint, and any other claims against
8 Respondent arising from the Board's corresponding investigative case file and the Board's
9 investigative case file #20-19696 as those claims relate to claims against Respondent, shall be
10 dismissed with prejudice.

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

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

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

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

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

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

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

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

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

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

13 DATED this 6th day of November, 2023. DATED this 6 day of Nov, 2023.


14 INVESTIGATIVE COMMITTEE OF THE
15 NEVADA STATE BOARD OF MEDICAL
16 EXAMINERS

17 By: Deonne E. Contine
18 DEONNE E. CONTINE
19 General Counsel
20 9600 Gateway Drive
21 Reno, NV 89521
22 Tel: (775) 688-2559
23 Email: deontine@medboard.nv.gov
24 Attorney for the Investigative Committee

By: [Signature]
JOHN MICHAEL BOWMAN, M.D.,
Nevada License No. 4945
Respondent

24 Acknowledged before me this 6th day of
25 November, 2023 by John Michael Bowman, M.D.

26 [Signature]
NOTARY PUBLIC

 ANTHONY IBANEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-30-27
Certificate No. 23-2130-01

OFFICE OF THE GENERAL COUNSEL
Nevada State Board of Medical Examiners
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(775) 688-2559

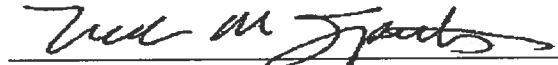
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ORDER

IT IS HEREBY ORDERED that, the foregoing Settlement Agreement (Case No. 23-8004-1) was approved and accepted by the Nevada State Board of Medical Examiners on the 1st day of -
December, 2023.

DATED this 1st day of December, 2023.

NEVADA STATE BOARD OF MEDICAL
EXAMINERS

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

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

* * * * *

**In the Matter of Charges and Complaint
 Against:
 JOHN MICHAEL BOWMAN, M.D.,
 Respondent.**

Case No. 23-8004-1

FILED

MAR - 7 2023

NEVADA STATE BOARD OF
 MEDICAL EXAMINERS

By: 

COMPLAINT

The Investigative Committee¹ (IC) of the Nevada State Board of Medical Examiners (Board), by and through Deonne E. Contine, General Counsel and attorney for the IC, having a reasonable basis to believe that John Michael Bowman, M.D. (Respondent) violated the provisions of Nevada Revised Statutes (NRS) Chapter 630 and Nevada Administrative Code (NAC) Chapter 630 (collectively, the Medical Practice Act), hereby issues its Complaint, stating the IC's charges and allegations as follows:

1. Respondent was at all times relevant to this Complaint a medical doctor holding an active license to practice medicine in the State of Nevada (License No. 4945). Respondent was originally licensed by the Board on January 7, 1984.

2. Respondent's specialties are listed as Orthopedic Surgery and Sports Medicine on the Board's website. Plastic and Cosmetic surgery are not specialties of Orthopedic Surgery or Sports Medicine.

3. Respondent was at all times relevant to this Complaint the supervising physician responsible for the medical services provided by Trevor Schmidt, PA-C (License No. PA1219) (Schmidt), a physician assistant licensed by the Board.

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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 Victor M. Muro, M.D., Aury Nagy, M.D., and Ms. Maggie Arias-Petrel.

1 4. Pursuant to a formal notice of supervision provided to the Board on or about
2 May 25, 2018, and filed in accord with NAC 630.360(4), Respondent certified that he had read and
3 was aware of all provisions of NRS Chapter 630 and NAC Chapter 630 concerning his duties and
4 professional responsibilities as a physician supervising Schmidt.

5 5. Respondent's supervision of Schmidt terminated on May 18, 2021, after the dates
6 relevant to this Complaint.

7 6. At all times relevant to this Complaint, as Schmidt's supervising physician,
8 Respondent was responsible for all the medical services of Schmidt.

9 7. At all times relevant to this Complaint, Schmidt was considered to be and was
10 deemed the agent of Respondent in the performance of all medical services.

11 8. At all times relevant to this Complaint, Schmidt was the owner and operator of
12 MyShape Lipo.

13 9. At all times relevant to this Complaint Schmidt was performing liposuction surgery
14 at MyShape Lipo.

15 10. Respondent's training in liposuction surgery is limited to a two (2) day course in
16 liposuction and fat transfer offered by the International Society of Cosmetogynecology (ISCG).

17 11. Upon information and belief, Respondent did not perform liposuction surgery and
18 delegated all liposuction surgeries to Schmidt during the time he was Schmidt's supervising
19 physician.

20 12. Patient A² was a thirty-six (36) year-old female at the time of the events at issue.

21 13. Some time prior to November 12, 2020, Patient A contacted Schmidt to schedule
22 liposuction surgery at or near her pubic area.

23 14. Schmidt saw Patient A at MyShape Lipo on November 12, 2020, when she had a
24 scheduled appointment for her liposuction surgery at her pubic area. When she arrived for her
25 appointment, Patient A advised that she would also like liposuction surgery on her abdomen,
26 which Schmidt accommodated on that day.

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² Patient A's true identity is not disclosed herein to protect her privacy but is disclosed in the Patient Designation served upon Schmidt along with a copy of this Complaint.

1 15. It appears that Patient A completed a packet of preprinted forms on her arrival for
2 her appointment on November 12, 2020. On her Patient Information form, Patient A indicated that
3 she weighed two hundred seventy (270) pounds and had previous gastric sleeve surgery.

4 16. Measurements taken just prior to the surgery on November 12, 2020, which appear
5 to be taken by Schmidt's medical assistant, show 48" Upper Abdomen, 51" Belly Button, 51"
6 Lower Abdomen/Hips and 49" Circumference Around Butt and a garment size of 3 Large.

7 17. Schmidt's medical records lack any documentation that Schmidt discussed
8 Patient A's medical history with her or otherwise evaluated whether Patient A was an appropriate
9 candidate for liposuction surgery.

10 18. Upon information and belief, Schmidt never discussed Patient A's medical history
11 with her or otherwise evaluated whether Patient A was an appropriate candidate for liposuction
12 surgery.

13 19. Schmidt's medical records lack documentation of any preoperative appointments or
14 consultations with Patient A.

15 20. Upon information and belief, Schmidt did not have any preoperative appointments
16 or consultations with Patient A.

17 21. Schmidt's medical records lack any documentation of any preoperative lab work
18 ordered for Patient A.

19 22. Upon information and belief, Schmidt did not order any preoperative lab work for
20 Patient A.

21 23. Schmidt's medical records lack any documentation that Schmidt prescribed
22 preoperative antibiotics for Patient A.

23 24. Upon information and belief, Schmidt did not prescribe Patient A any preoperative
24 antibiotics.

25 25. Schmidt performed liposuction surgery on Patient A using tumescent anesthesia for
26 each of the liposuction areas and acted as both surgeon and anesthesiologist during Patient A's
27 surgery.

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1 26. The only narrative in Schmidt's medical records specifically related to
2 Patient A is confined to the Practitioner's Notes Form and is largely illegible.

3 27. Schmidt Practitioner's Notes were deciphered to illuminate that Patient A did well
4 and that the surgery was well tolerated. It also notes that loose skin was discussed.

5 28. Schmidt uses the Liposuction Procedure Report form to report a patient's allergies,
6 medications used, whether the patient is pregnant, vital signs, lidocaine, aspirate, and the lipo laser
7 areas treated. This preprinted form also seems to have a standard narrative that is used on all
8 Liposuction Procedure Reports.

9 29. The medical records lack documentation on Patient A's blood pressure during her
10 liposuction surgery.

11 30. Schmidt's medical records lack documentation on the medications that were used
12 during the liposuction surgery.

13 31. The medical records note that Patient A was prescribed antibiotics at the time of
14 the surgery and that no pain medications were prescribed, because an oxycodone prescription was
15 ordered for Patient A by a different medical provider on October 28, 2020.

16 32. Schmidt's medical records lack documentation of Schmidt's post operative
17 evaluation or care for Patient A.

18 33. Upon information and belief, Schmidt did not provide post operative evaluation or
19 care for Patient A.

20 34. Notes which seem to be taken by various members of Schmidt's staff start the day
21 after Patient A's liposuction surgery.

22 35. On November 13, 2020, the note states that Patient A indicated that she was
23 experiencing nausea and heartburn the day after the procedure.

24 36. On November 16, 2020, the note states that Patient A was upset about the price of
25 the procedure and that she had to hire someone to take care of her during recovery from the
26 surgery.

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1 37. On November 18, 2020, it appears that Patient A was notified that she was
2 erroneously overcharged and she would be refunded five hundred dollars (\$500). It also indicates
3 that she would receive five (5) free presso treatments because she was struggling with swelling.

4 38. Notes further document that on November 23, 2020, Patient A came in for presso
5 therapy and state she was in a lot of pain and nauseous all the time.

6 39. On December 3, 2020, a staff note includes that Patient A communicated a foul
7 odor coming from her lower abdomen. The patient indicated that she was still draining fluid and
8 using gauze over the wound. Staff recommend that she discontinue doing so and wash area
9 thoroughly. The note also says she had finished the antibiotics that day and "seen her surgeon at
10 the beginning of this week." Staff requested that she send photos to be evaluated by Schmidt. The
11 note also states that Patient A said she was not experiencing any symptoms of infection.

12 40. The final staff note related to Patient A says she was admitted to the hospital on the
13 evening of December 3, 2020, due to an infection. Staff noted that Patient A was diabetic and that
14 her vitals were unstable, and that she was not doing well.

15 41. It appears that Respondent initialed and dated the Liposuction Procedure Report on
16 December 2, 2020. However, there is no further documentation that Respondent reviewed any
17 other records nor provided any additional care to Patient A.

18 **COUNT I**

19 **NRS 630.3062(1)(a) - Failure to Maintain Appropriate Medical Records**

20 42. All of the allegations contained in the above paragraphs are hereby incorporated by
21 reference as though fully set forth herein.

22 43. NRS 630.3062(1)(a) provides that the "failure to maintain timely, legible, accurate
23 and complete medical records relating to the diagnosis, treatment and care of a patient" constitute
24 grounds for initiating discipline against a licensee.

25 44. As demonstrated by, but not limited to, the above outlined facts, Respondent
26 violated NRS 630.3062(1)(a) because Schmidt relied on preprinted forms and templates. The
27 preprinted forms and templates were not complete and contained a limited narrative description.

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1 Additionally, Schmidt failed to document pre or post operative care of Patient A. As Schmidt's
2 supervising physician Respondent was responsible for the medical records Schmidt created.

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

5 **COUNT II**

6 **NRS 630.306(1)(e) – Practicing Beyond Scope of License**

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

9 47. Violation of a standard of practice adopted by the Board is grounds for disciplinary
10 action pursuant to NRS 630.306(1)(e).

11 48. NAC 630.360(1) permits a physician to perform only those medical services that
12 are within the scope of the practice of the physician.

13 49. Respondent violated NRS 630.306(1)(e) because the liposuction surgery performed
14 on Patient A, by Schmidt, is not within the Respondent's scope of practice of sports medicine or
15 orthopedic surgery. Additionally, Respondent does not have a specialty in cosmetic or plastic
16 surgery.

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

19 **COUNT III**

20 **NRS 630.306(1)(e) – Practicing Beyond Scope of Training**

21 51. All of the allegations contained in the above paragraphs are hereby incorporated by
22 reference as though fully set forth herein.

23 52. Violation of a standard of practice adopted by the Board is grounds for disciplinary
24 action pursuant to NRS 630.306(1)(e).

25 53. NAC 630.360(1) permits a physician to perform only those medical services that
26 are within the scope of the physician's training.

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1 54. Respondent violated NRS 630.306(1)(e) because Respondent supervised Schmidt
2 in lipo suction surgery without a specialty in cosmetic or plastic surgery and because his lipo
3 suction surgery training was limited to a two (2) day course by ISCG.

4 55. By reason of the foregoing, Respondent is subject to discipline by the Board as
5 provided in NRS 630.352.

6 **COUNT IV**

7 **NRS 630.301(4) – Malpractice**

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

10 57. NRS 630.301(4) provides that malpractice of a physician is grounds for initiating
11 disciplinary action against a licensee.

12 58. Pursuant to NAC 630.370, at all times relevant to this Complaint, as Schmidt’s
13 supervising physician, Respondent was responsible for all the medical services of Schmidt and
14 Schmidt’s malpractice is imputed to Respondent.

15 59. Pursuant to NAC 630.375, at all times relevant to this Complaint, Schmidt was
16 considered to be and was deemed the agent of Respondent in the performance of all medical
17 services and Schmidt’s malpractice is imputed to Respondent.

18 60. NAC 630.040 defines malpractice as “the failure of a physician, in treating a
19 patient, to use the reasonable care, skill, or knowledge ordinarily used under similar
20 circumstances.”

21 61. As demonstrated by, but not limited to, the above-outlined facts, Respondent failed
22 to use the reasonable care, skill or knowledge ordinarily used under similar circumstances
23 including Schmidt’s failure to evaluate whether Patient A was a good candidate for liposuction
24 surgery and Schmidt’s failure to provide any pre or post operative care when rendering liposuction
25 surgery services to Patient A.

26 62. By reason of the foregoing, Respondent is subject to discipline by the Board as
27 provided in NRS 630.352.

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COUNT V

NRS 630.301(4) – Malpractice

63. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

64. NRS 630.301(4) provides that malpractice of a physician is grounds for initiating disciplinary action against a licensee.

65. NAC 630.040 defines malpractice as “the failure of a physician, in treating a patient, to use the reasonable care, skill, or knowledge ordinarily used under similar circumstances.”

66. As demonstrated by, but not limited to, the above-outlined facts, Respondent failed to use the reasonable care, skill or knowledge ordinarily used under similar circumstances when he supervised a physician assistant in procedures he does not perform himself, and because, as an orthopedic surgeon and a sports medicine specialist, he did not perform liposuction surgeries within his scope of practice. Additionally, the only training he received in lipo suction surgery is a two (2) day program at the ISCG.

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

COUNT VI

NRS 630.306(1)(b)(2) – Failure to Adequately Supervise

68. All of the allegations contained in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

69. Violation of a standard of practice adopted by the Board is grounds for disciplinary action pursuant to NRS 630.306(1)(b)(2).

70. Pursuant to NAC 630.230 it is prohibited professional conduct for a physician to fail to provide adequate supervision of a physician assistant.

71. Respondent violated NRS 630.306(1)(b)(2) by failing to provide the supervision as required by NAC 630.230(1)(i). Respondent has provided no documentation demonstrating development and implementation of a program to ensure the quality of care provided by Schmidt.

1 Furthermore, Respondent is not competent to develop and carry out a program to ensure the
2 quality of care provided by Schmidt because liposuction surgery is outside the scope of an
3 orthopedic surgeon and sports medicine physician. Furthermore, Respondent is not a specialist in
4 cosmetic or plastic surgery.

5 72. By reason of the foregoing, Respondent is subject to discipline by the Board as
6 provided in NRS 630.352.

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

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

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

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

15 4. That the Board award fees and costs for the investigation and prosecution of this
16 case as outlined in NRS 622.400;

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

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

21 DATED this 7 day of March, 2023.

22 INVESTIGATIVE COMMITTEE OF THE
23 NEVADA STATE BOARD OF MEDICAL EXAMINERS

24 By: Deonne E. Contine

25 DEONNE E. CONTINE

26 General Counsel

27 9600 Gateway Drive

28 Reno, NV 89521

Tel: (775) 688-2559

Email: dcontine@medboard.nv.gov

Attorney for the Investigative Committee

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VERIFICATION

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

Victor M. Muro, 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 7th day of March, 2023.

INVESTIGATIVE COMMITTEE OF THE
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: 
VICTOR M. MURO, M.D.
Chairman of the Investigative Committee

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am employed by the Nevada State Board of Medical Examiners and
3 that on the 7th day of March, 2023, I served a file-stamped copy of the foregoing **COMPLAINT**
4 **and PATIENT DESIGNATION**, with accompanying required fingerprinting materials via U.S.
5 Certified Mail, to the following parties:

6 JOHN MICHAEL BOWMAN, M.D.
7 9101 W. Sahara Ave., Suite 105-170
8 Las Vegas, NV 89117
9 *Tracking No.:* 9171 9690 0935 0254 7667 66

10 DATED this 7th day of March, 2023.

11 
12 **MERCEDES FUENTES**
13 Legal Assistant
14 Nevada State Board of Medical Examiners

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