

8

8A

CONTROLLED SUBSTANCE REGISTRATION APPLICATION

Nevada State Board of Pharmacy
985 Damonte Ranch Pkwy, Suite 206 - Reno, NV 89521

Registration Fee: \$80.00 (non-refundable money order or cashier's check only)

(This application cannot be used by PA's or APRN's)

First: ROGER Middle: MAURICE Last: BELCOURT Degree: MD

SS#: _____ Date of Birth: _____

Practice Name (if any): Nevada Occupational Health

Nevada Address: 3488 GONI Road Suite #: 141

(This must be a practicing address, we will not issue a license to a home address or to a PO Box only)

City: CARSON CITY State: NV Zip Code: 89706

E-mail: belcourt@NVBELL.NET Contact E-mail: same

Work Telephone: (775) 887-5030 Fax: (775) 887-5040

Practitioner License Number: 5427 Specialty: OCCUPATIONAL MEDICINE

Sex: M or F

You must have a current Nevada license with your respective BOARD before we will process this application. The Nevada license must remain current to keep the controlled substance registration.

		Yes	No
Been diagnosed or treated for any mental illness, including alcohol or substance abuse, or Physical condition that would impair your ability to perform the essential functions of your license?....		<input checked="" type="checkbox"/>	<input type="checkbox"/>
1. Been charged, arrested or convicted of a felony or misdemeanor in <u>any</u> state?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Been the subject of a board citation or an administrative action whether completed or pending in <u>any</u> state? ...		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Had your license subjected to any discipline for violation of pharmacy or drug laws in <u>any</u> state?.....		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you marked YES to any of the numbered questions (1-3) above, include the following information & provide an explanation and documentation:			
Board Administrative Action:		State	Date:
			/ /
Criminal Action:		State	Date:
			Case #:
		County	Court

It is a violation of Nevada law to falsify this application and sanctions will be imposed for misrepresentation. I hereby certify that I have read this application. I certify that all statements made are true and correct.

I understand that Nevada law requires a licensed physician who, in their professional or occupational capacity, comes to know or has reasonable cause to believe, a child has been abused/neglected, to report the abuse/neglect to an agency which provides child welfare services or to a local law enforcement agency.

Roger M. Belcourt
Original Signature, no copies or stamps accepted.

01/07/2020
Date

Board Use Only: Date Processed: _____ Amount: 80.00

Roger M. Belcourt, M.D., M.P.H.
1 Taos Ct.
Reno, NV 89511

January 7, 2020

Dear Pharmacy Board,

This letter is written to clarify the positive response on the credentialing application.

On July 21, 1988, while a physician on U.S.A.F. active duty, I was arrested for self-prescribing controlled substances. My hospital privileges were suspended while the incident was investigated. In August 1988, I underwent an eight week inpatient chemical dependency treatment program at the Naval Alcohol Rehabilitation Center in San Diego (Miramar), Ca. A few months after my release from treatment, I was court-martialled by the Air Force. Pleading guilty, I was dismissed from the service.

Following my release, I met with the investigative branch for the Board of Medical Quality Assurance in California. After reviewing my case, they elected to take no action against my medical license in lieu of my enrollment in the California Physician's Diversion Program. I successfully completed this program on January 15, 1993 after just over 3 years of monitoring and participation (letter attached). My California Medical license is completely clear.

The DEA conducted their own investigation and said I must continue participation in the Diversion program and keep a log of all the controlled substances I prescribed. I signed an agreement in September 1991. The investigator at the Sacramento DEA office was Sharon Lick. The DEA did not restrict my prescribing license in any manner and my stipulation was successfully completed in September 1993.

I applied to have my Nevada license (#5427) activated in early 1993. I met with the investigative committee on March 4, 1993 in Las Vegas. This committee, along with the full medical board, decided to take no action against my license in lieu of my signing an agreement for monitoring. I was released from all monitoring in December 1995. In 1994, I was named as a physician consultant to the Nevada State Board of Medical Examiners for monitoring impaired providers in Nevada and I served as the President of the Nevada Health Professionals Assistance Foundation from 2004-2008.

My case has been fully investigated by two state medical boards as well as the DEA. I previously held a Nevada Pharmacy Board License from 1993 until 2010

Should you have any questions, please let me know at the earliest possible date.

Respectfully submitted,



Roger M. Belcourt, M.D., M.P.H.

Roger Belcourt, M.D., MPH, FACOEM
Regional Medical Director
Nevada and Oregon

Concentra[™]
treated right

Concentra[™]

775.326.8333 Ext. 207 (p)
866.594.1374 (f)
775.742.0505 (c)
1530 East 6th Street
Reno, NV 89512

roger_belcourt@concentra.com
www.concentra.com

Improving America's health, one patient at a time

May 5, 2009

Carolyn Cramer
General Counsel
Nevada State Board of Pharmacy
431 W. Plumb Lane
Reno, NV 89509

Dear Ms. Cramer,

Thank you for meeting with you to discuss my Pharmacy Board License (CS06804 & CS06804D), specifically as it relates to my most recent applications in the Fall of 2008. I completed these applications without due diligence and mistakenly answered the questions related to addiction and substance abuse in the negative. In fact, after nearly 20 years in addiction recovery, I relapsed and went to treatment for 90 days at Betty Ford Center in March, 2008. Following my release, I enrolled in the Nevada Health Professionals Assistance Program, where my recovery has been monitored and documented. There are no pending medicolegal, civil, or criminal issues. I was not engaged in patient care at the time I went to treatment.

I wish to correct these issues of fact in my file. Please advise of necessary steps in completing this objective.

Respectfully,



Roger M. Belcourt, MD, MPH

www.concentra.com

Roger M. Belcourt, MD, MPH
1530 E. 6th Street
Reno, NV 89511
775.326.8333 X207 ph
775.326.8078 Fax

Roger_Belcourt@Concentra.com email

Improving America's health, one patient at a time.



Nevada State Board of Pharmacy

431 W. PLUMB LANE • RENO, NEVADA 89509
(775) 850-1440 • 1-800-364-2081 • FAX (775) 850-1444
E-mail: pharmacy@pharmacy.nv.gov • Website: bop.nv.gov

May 8, 2009

Roger M. Belcourt, MD, MPH
1530 E. 6th Street
Reno, Nevada 89511

Dear Dr. Belcourt:

Thank you for stopping by our office on May 5, 2009, and bringing to my attention the mistake you made on your registration renewal. We will put your letter dated May 5, 2009 with your fall 2008 renewal in your file so our records are corrected. There will be no further action with regard to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Cramer".

Carolyn J. Cramer
General Counsel
Nevada Board of Pharmacy

8B

CONTROLLED SUBSTANCE REGISTRATION APPLICATION

Nevada State Board of Pharmacy
985 Damonte Ranch Pkwy, Suite 206 - Reno, NV 89521

Registration Fee: \$80.00 (non-refundable money order or cashier's check only)
(This application cannot be used by PA's or APRN's)

First: Justin Middle: Ryan Last: Sempsrott Degree: MD

SS#: ! Date of Birth: _____

Practice Name (if any): Northeastern Nevada Regional Medical Center

Nevada Address: 2001 Errecart Boulevard Suite #: _____

(This must be a practicing address, we will not issue a license to a home address or to a PO Box only)

City: Elko State: NV Zip Code: 89801

E-mail: Justin_Sempsrott@TeamHealth.com Contact E-mail: _____

Work Telephone: 775-738-5151 Fax: _____

Practitioner License Number: 14852 Specialty: Emergency Medicine

Sex: M or F

You must have a current Nevada license with your respective BOARD before we will process this application. The Nevada license must remain current to keep the controlled substance registration.

		Yes	No		
Been diagnosed or treated for any mental illness, including alcohol or substance abuse, or Physical condition that would impair your ability to perform the essential functions of your license?...		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
1.	Been charged, arrested or convicted of a felony or misdemeanor in <u>any</u> state?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
2.	Been the subject of a board citation or an administrative action whether completed or pending in <u>any</u> state? ...	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
3.	Had your license subjected to any discipline for violation of pharmacy or drug laws in <u>any</u> state?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you marked YES to any of the numbered questions (1-3) above, include the following information & provide an explanation and documentation:					
Board Administrative Action:		State	Date:	Case #:	
		NV	9/12/17	17-17139	
Criminal Action:	State	Date:	Case #:	County	Court

It is a violation of Nevada law to falsify this application and sanctions will be imposed for misrepresentation. I hereby certify that I have read this application. I certify that all statements made are true and correct.

I understand that Nevada law requires a licensed physician who, in their professional or occupational capacity, comes to know or has reasonable cause to believe, a child has been abused/neglected, to report the abuse/neglect to an agency which provides child welfare services or to a local law enforcement agency.

Original Signature, no copies or stamps accepted.

Date

Board Use Only: Date Processed: _____ Amount: 80.00

JUSTIN SEMPSROTT, MD, FAAEM

Kuna, ID 83709 |

77 |

m

January 7, 2020

Dear Sirs or Madams:

Please find below the accompanying explanation for Nevada State Board of Pharmacy Controlled Substance Registration questions - "Been diagnosed or treated for any mental illness, including alcohol or substance abuse, or physical condition that would impair your ability to perform the essential function of your license" and "Been the subject of a board citation or an administrative action whether completed or pending in any state?"

I have had two investigations, one by the Nevada State Board of Medical Examiners (NSBME), and one by the Idaho Board of Pharmacy, both of which are currently closed and resulted in stipulation contracts.

In the months leading up to February 2017, I was addicted to prescription opiates and tapered down my use. During my shift on February 9, 2017 at Sunrise Hospital in Las Vegas, Nevada, I was worried about developing withdrawal symptoms on future shifts and considered diverting IV fentanyl. In order to explore this possibility, I wanted to see how the pump operated. I did not have a syringe or attempt to withdraw any fentanyl. When I pushed a button on the pump, it alarmed and alerted the nurse, who reported it to the Administrator on Call. This incident was subsequently reported to the NSBME.

I met with the Director of the Nevada Professional Assistance Program (NPAP), Dr Peter Mansky, for an administrative forensic evaluation on February 17, 2017 with resultant urine and hair drug screens that were positive for alcohol use within the last three weeks and negative for fentanyl and all other opiates. On February 28, 2017, I voluntarily entered into a drug rehabilitation program, Healthcare Professionals track at Hazelden Betty Ford in Center City, Minnesota.

On April 5, 2017 I was notified by the NSBME that an investigation was being undertaken and a release of medical records was signed.

On April 10, 2017 I notified the NSBME that I was in a drug and alcohol treatment program.

On May 5, 2017 I was discharged from Hazelden Betty Ford after satisfactorily completing the program.

On May 10, 2017 I entered into a contract for participation with the Nevada Professionals Assistance Program (NPAP) and am currently in good standing.

On June 15, 2017 I entered into an out-of state monitoring contract with the North Carolina Physician Health Program and am currently in good standing.

On June 16, 2017 I received a letter from the NSBME with additional questions.

On July 5, 2017 a response was sent to the NSBME.

On August 1, 2017, Boise, Idaho based Southworth Associates purchased the Nevada Monitoring Program (NPAP) and all administrative functions of my NPAP contract were transferred to Southworth Associates.

On August 19, 2017 I self-reported to the Idaho Physician Recovery Network (PRN), which is managed by Southworth Associates.

On September 12, 2017 I received and signed an "Agreement for participation in a drug and alcohol monitoring/diversion program and order" from the Investigative Committee of the Board of Medical Examiners of the State of Nevada which essentially codified the plan I had in place with the NPAP.

On November 21, 2017, I applied for an Idaho Practioner Controlled Substances Registration through the Idaho Board of Pharmacy.

On January 8, 2018, I entered into an advocacy contract with the Idaho Medical Association Physician Recovery Network and am in good standing.

On January 18, 2018, having completed their investigation, I signed a stipulation and consent order with the ID BOP.

I have included all supporting documentation; please do not hesitate to contact me if I can provide further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Sempstrott", with a long horizontal flourish extending to the right.

Justin Sempstrott, MD, FAAEM

Subject: Nevada State Board of Medical Examiners

From: Mollie T. Miller (mtmiller@medboard.nv.gov)

To: j. ;

Date: Wednesday, April 5, 2017 1:37 PM

Dear Dr. Sempsrott,

Thank you very much for speaking with me today. The Nevada State Board of Medical Examiners (Board) requests your consent to authorize The Hazelden Betty Ford Foundation to release records regarding your care at their facility. The Board requests copies of all documents/records regarding your care and treatment, such documents would include: all evaluations, assessments, inpatient and outpatient treatment, all discharge statements/evaluations, and any specialized treatment programs you have/will participate in.

These documents can be sent to me via email (preferred, secured email is fine) at mtmiller@medboard.nv.gov, by fax at (775) 688-2553 (Attn: Mollie) or mailed to my attention at the address listed below.

Please feel free to contact me if you have any questions or concerns.

Thank you,

Mollie Miller

Mollie Miller

Deputy Chief of Investigations

Nevada State Board of Medical Examiners

(775) 324-9371

(775) 688-2553 Fax

mtmiller@medboard.nv.gov

Nevada State Board of Medical Examiners

Attn: Mollie Miller

1105 Terminal Way, Suite 301

Reno, NV 89502

++ Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure and/or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. ++



Nevada State Board of Medical Examiners

June 16, 2017

Justin Ryan Sempsrott, M.D.

1 37

Kuna, ID 83634

RE: BME CASE #: 17-17139

Dear Dr. Sempsrott:

We have received information regarding events occurring at Sunrise Hospital on February 9, 2017, which occurred during your scheduled work shift. It is alleged you were observed by some of the hospital staff acting odd around the Fentanyl dispensing machine, such as turning your back so it could not be seen what you were doing. Concerns were brought to the attention of the Administrator on Call. Allegedly, on February 10th, when you arrived for your scheduled shift the medical director pulled you aside and during your conversation with the medical director you admitted to having a substance abuse problem. You were not allowed to perform your shift and you were told to meet with Dr. Peter Mansky with Nevada Professional Assistance Program. On or about February 28, 2017, you began a course of in-patient treatment at the Hazelden Betty Ford treatment center in Center City, Minnesota.

In addition please provide a response to the following questions:

1. How long have you had a substance abuse problem? Please describe how you are addressing your substance abuse problem/addiction? Please explain the nature of your substance abuse problem/addiction (alcohol, prescription pills, etc.).

2. Have you ever provided medical care to a patient while under the influence?

3. Please provide the name(s) of all medical facilities and/or hospitals where you currently hold medical staff privileges.

4. Have you returned work at Sunrise Hospital? If so, please inform the Board of any 'return to work' type agreements you have consented to with Sunrise, including, but not limited to a Privilege Retention Agreement.

LAS VEGAS OFFICE
Board of Medical Examiners
Building A, Suite 2
6010 S. Rainbow Boulevard
Las Vegas, NV 89118
Phone: 702-486-3300
Fax: 702-486-3301

RENO OFFICE
Board of Medical Examiners
Suite 301
1105 Terminal Way
Reno, NV 89502
Phone: 775-688-2559
Fax: 775-688-2553

In order to determine whether or not there has been a violation of the Medical Practice Act, **please provide a written response to the allegation noted above.** Please include any further information you believe would be useful for the Board to make a determination in **this matter.** **Please reply to this request within 21 days.**

The Nevada State Board of Medical Examiners investigates all information received concerning possible violations of the Nevada Revised Statutes, Chapter 630. We make no determination as to whether or not there has been a violation of the Medical Practice Act, prior to the completion of our investigation. Providing the requested information is deemed a professional obligation of any physician under investigation by the Board and shall not be deemed to be cooperation subject to the whistle-blower protections provided to physicians in NRS 630.364(3).

Please be advised that the particular allegation referenced above, if in fact it did occur, and depending on the facts associated with the situation, could be a violation of the codes, including, but not limited to: NRS 630.301(6), (9); 630.306(1)(a), (1)(g), (1)(h).

Respectfully,



Mollie Miller
Deputy Chief of Investigations

JUSTIN SEMPSROTT, MD, FAAEM

Kuna, ID 83634 |

July 5, 2017

Nevada State Board of Medical Examiners
1105 Terminal Way #301
Reno, NV 89502
775 688-2559

RE: BME Case#: 17-17139
Attached – HBFF Continuing Care Recommendations
– Mountain View Hospital PRA

Dear Sirs or Madams,

Regarding the questions provided on June 16, 2017, please see responses below.

1. My father is prescribed hydromorphone 8 mg PO QID and typically only takes it BID, resulting in a numerous excess pills in his home. I started taking pills from him at the beginning of March 2017. What started as ¼ of a tablet every few days progressed to taking ½ tablet up to 3 times per day. I tried to quit on my own several times, and was never able to stay completely abstinent for more than a few days.

In approximately early November 2016, I attempted to use one of my father's fentanyl patches to assist with tapering off of hydromorphone. After 2-3 hours, it was too sedating and I removed it. I have not used fentanyl at any other time. In the 2 weeks leading up to my shift on February 9th, 2017, I tapered down my hydromorphone use to ¼ tab every other day. During my shift on February 9th, 2017, I was worried about developing withdrawal symptoms on future shifts and considered diverting IV fentanyl. In order to explore this possibility, I wanted to see how the pump operated. I did not have a syringe or attempt to withdraw any fentanyl. When I pushed a button on the pump, it alarmed and alerted the nurse, who reported it to the Administrator on Call.

When I reported to my shift on February 10th, 2017, the ED Director, Dr. Scott Scherr, inquired about the incident. I told him that I had not diverted any medications from the hospital, but that I had a substance abuse problem. After meeting immediately with representatives from the medical staff, I was given the option to take a voluntary leave of absence until I could have an Administrative Forensic Evaluation by Dr Mansky.

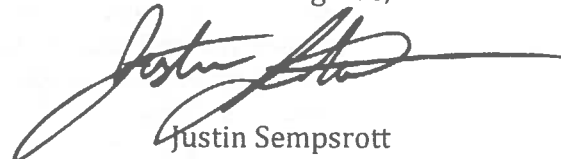
The meeting with Dr Mansky on February 18, 2017 was an Administrative Forensic Exam at the request of Sunrise and did not constitute enrollment in NPAP. I have been abstinent from all opiates since February 9, 2017 and my

urine and hair drug screens on February 18, 2017 were negative except for ethyl glucuronide. After meeting with Dr Mansky, I made the decision to voluntarily enter into a treatment program and to enroll in NPAP. I successfully completed the Hazelden Betty Ford Healthcare Professionals program in Center City, MN from February 28, 2017 to May 5, 2017. Upon discharge, I received a continuing care plan (attached), which I have faithfully followed. It includes, but is not limited to, self-reporting to NPAP, attending 90 AA/NA meetings in 90 days, healthcare specific support group meetings with NPAP, and daily random urine drug screens for 5 years. Additionally, I meet with a sponsor weekly and hold a service position at my NA home group.

2. I have never reported to a shift or provided medical care to a patient while under the influence of alcohol or any mind or mood altering drugs.
3. In Las Vegas - Sunrise Hospital, MountainView Hospital, Southern Hills Hospital. Banner Churchill Community Hospital in Fallon, Humboldt General Hospital in Winnemucca, and Banner Lassen Medical Center in Susanville, CA.
4. I have been cleared by the medical staff to return to work at Sunrise Hospital, but I have not worked any shifts. As a traveler for the Emergency Department management company, TeamHealth, additional staffing was not needed at Sunrise and I have been working shifts at Southern Hills Hospital and MountainView Hospital. The medical staffs at Sunrise and Southern Hills did not require a privilege retention agreement or any other agreements. Please find attached the PRA for MountainView Hospital.

Please do not hesitate to contact me directly if I can provide any additional information.

Regards,



Justin Sempstrott

MOUNTAINVIEW HOSPITAL

PRIVILEGE RETENTION AGREEMENT

This Privilege Retention Agreement (the "Agreement") is made and entered into as of the 22nd day of June, 2017 (the "Effective Date"), by and between Justin Sempsrott, M.D., (the "Physician") and the Medical Executive Committee (the "MEC") of MountainView Hospital (the "Hospital"), and provides as follows.

RECITALS

1. The Hospital is an acute care facility located in Las Vegas, Nevada, that is regulated and licensed by the State of Nevada, Department of Human Resources, Health Division. The physician members of the Hospital's Medical Staff are governed by the MEC in accordance with the Hospital's Medical Staff Bylaws, Rules and Regulations, Fair Hearing Plan, and other governing documents (collectively, the "Bylaws").
2. Physician is an Emergency Medicine physician licensed by the Nevada State Board of Medical Examiners to practice medicine in the State of Nevada.
3. In accordance with the Bylaws, on January 17, 2017, the Physician was granted Medical Staff membership and clinical privileges at the Hospital (the "Privileges").
4. The Physician sought and obtained assistance from the Nevada Provider Assistance Program (the "NPAP"), and was admitted to the Hazelden Foundation's Health Care Professionals Treatment Program in Center City, Minnesota, from February 28, 2017, through May 5, 2017 ("Hazelden"). On or about May 4, 2017, Hazelden issued its written "continuing care and back to work recommendations" for the Physician (the "Hazelden Report"). A copy of the Hazelden Report is attached hereto as Exhibit "1" and is fully incorporated herein.
5. On June 8, 2017, the Physician notified the Hospital's Medical Staff Office that he had been an inpatient at the Hazelden and was treated for a substance use disorder, uncomplicated, that stemmed from his addiction to medication.
6. The Hospital's Credentials Committee (the "Committee") held an ad-hoc meeting on June 12, 2017, and reviewed the information relevant to the Physician's substance use disorder, uncomplicated, as well as the Medical Staff Practitioner Health and Wellness Policy. The Credentials Committee, which has responsibility for overseeing the Medical Staff Practitioner and Wellness Policy, made the following recommendations pursuant to such Policy that: (i) the Physician provide the Hospital with a letter of advocacy from NPAP; (ii) the Physician be notified that he did not comply with his obligations under the Bylaws and the Medical Staff Policies, including the Medical Staff Leave of Absence Policy; and (iii) the Physician enter into a Privilege Retention Agreement prior to his being eligible to return to duty at the Hospital.
7. The recommendations of the Committee were forwarded to the MEC on June 14, 2017. The MEC approved the Committee's recommendations (as set forth in Section 5 of these Recitals).
8. Based on the recommendations from the Committee and the Hazelden Report, the parties hereby agreed to enter into this Agreement.

AGREEMENT

Therefore, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties agree as follows:

1. **PRIVILEGE RETENTION CONDITIONS.** This Agreement shall remain in full and force effect during all times that Physician has Medical Staff membership and clinical privileges at the Hospital. During the term of this Agreement, Physician agrees to all of the following conditions (the "Privilege Retention Conditions"):
 - a) As expressly identified in the Hazelden Report, Physician shall strictly comply with each and every continuing care recommendation, each and every back to work recommendation, and each and every recommendation for his meeting with his HR representative;
 - b) Treat all patients, healthcare employees and staff, colleagues, and all other personnel in a respectful manner. Physician's language, gestures, and demeanor shall reflect a professional level of respect and dignity for these individuals at all times. This includes, but is not limited to, refraining from raising his voice or "talking down" to patients, family, or hospital staff;
 - c) Completely refrain from language that is profane, vulgar or degrading;
 - d) Listen and respond appropriately to staff when questions are being asked regarding the Physician's patients. This includes, but is not limited to:
 - (i) Physician's participation in reconciliation of patients' medications with nursing staff;
 - (ii) Physician's accurate prescription of drugs and their dosage, frequency, and route of administration for medication orders;
 - (iii) Physician's immediate clarification of any questions that arise out of any orders that he has written;
 - (iv) Physician's prompt clarification of the diagnosis or management of a patient's condition with patients and their families when nursing or ancillary staff have identified the need to do so;
 - (v) Physician's completion of medical record entries that are identified by hospital staff as incomplete or in need of clarification;
 - (vi) Physician shall not hang up on hospital staff until such time as he has clarified patient care concerns to the satisfaction of hospital staff; and
 - (vii) Physician shall promptly respond to all efforts to contact him regarding patient care issues;
 - e) Refrain from making inappropriate statements, orders or comments which may be inflammatory, accusatory, inaccurate or reflect poorly on another member of the patient's healthcare team in any patient's medical record; and
 - f) Strictly abide by all of the terms and conditions in the Bylaws. This includes, but is not limited to, Physician's full and complete compliance with the National Patient Safety Goals. This encompasses refraining from the use of unapproved abbreviations and full and complete compliance with the CDC guidelines for the prevention of nosocomial infections.

2. **ZERO TOLERANCE.** The parties agree that Hospital shall take a "zero tolerance" position against Physician should there be a violation of any of the Privilege Retention Conditions. Physician understands and agrees that "zero tolerance" means that should

he fail to strictly comply with any of the Privilege Retention Conditions, such failure shall be considered appropriate grounds for the Chief of Staff, the Medical Executive Committee, the President/CEO, or the Board of Trustees to immediately summarily suspend his Medical Staff membership and clinical privileges and/or invoke other disciplinary action. Prior to any action by the Chief of Staff, Medical Executive Committee, President/CEO, or Board of Trustees to summarily suspend or invoke other discipline against Physician's Medical Staff membership and/or clinical privileges, s/he or it, as the case may be, shall conduct a thorough investigation of the alleged violation of the Privilege Retention Conditions.

3. **HOSPITAL'S CHAIN OF COMMAND.** Physician understands and agrees that in the event he is involved in a situation involving a patient, healthcare employee, staff or other personnel in which his conduct could become disruptive or otherwise inappropriate, he will immediately remove himself from the situation and take his concerns or differences to the appropriate person in the Hospital's chain of command; that is: the Charge Nurse, Director, an Administrator on Call, Department Chair or Chief of Staff.
4. **TERMINATION OF PRIVILEGES.** In the event Physician fails to comply with any of the Privilege Retention Conditions, as determined in the sole and absolute discretion of the MEC, the Chief of Staff, the President/CEO, or the Board of Trustees of the Hospital, he hereby unconditionally agrees that his Privileges can be terminated ("Privilege Termination").
5. **WAIVER OF RIGHTS.** In the event there is a Privilege Termination or any other disciplinary action, Physician hereby knowingly, willingly, and unconditionally waives and relinquishes any and all rights that he may otherwise have under: (a) the Bylaws; or (b) the Health Care Quality Improvement Act of 1986, as amended (42 U.S.C. § 11101 et seq.), and Physician further hereby agrees that the MEC, the Hospital, and all of their officers, directors, shareholders, predecessors, successors, affiliates, employees, agents and representative shall be entitled to the limitation on damages identified in 42 U.S.C. § 11111 as well as any other limitation or immunity found in state, federal or common law.
6. **NATIONAL PRACTITIONER DATA BANK.** Nothing contained in this Agreement shall be construed as requiring the Hospital to take any action with respect to Physician that is inconsistent with its reporting requirements or other obligations under 45 CFR Part 60.
7. **MISCELLANEOUS.**
 - a. This Agreement contains the entire agreement by and among the parties and may not be changed or terminated orally but only by a written instrument executed by the parties after the date of this Agreement.
 - b. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by his/its attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including any amendment.
 - c. If any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all ~~of its applications, not held invalid, void, or unenforceable, shall continue in full~~ force and effect and shall not be affected, impaired, or invalidated in any way.

- d. In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys' fees and costs incurred, whether or not the action is reduced to judgment. For the purposes of this provision, the "prevailing party" shall be that party who has been successful with regard to the main issue, even if that party did not prevail on all the issues.
- e. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance, and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Clark County, Nevada, where each party hereby consents to personal jurisdiction.
- f. The captions appearing at the commencement of the sections of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

Dated as of the date first written above.

PHYSICIAN:

MEDICAL EXECUTIVE COMMITTEE:

By:



Justin Sempstott, M.D.

By:



Clarence Dunagan
Chief of Staff

Approved as to form and content:

Approved:

By:

Attorney for Physician

By:



Jeremy Bradshaw
President/CEO

EXHIBIT "1"

HAZELDEN REPORT DR. SEMPSROTT

Dated: May 4, 2017

May 4, 2017

This information has been disclosed to you from records whose confidentiality is protected by Federal Law. Federal Regulation (42 CFR, Part 2) prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute the patient.

Karen Spangler
 Team Health Emergency Medicine, West Group
 505 South 336th St. Suite 350
 Federal Way, WA 98003
 Fax: 253-838-6418

Re: Justin Sempsrott (t

Dear Ms. Spangler

Dr. Justin Sempsrott was admitted to Hazelden Foundation's Health Care Professionals Treatment Program in Center City, MN on 2/28/2017 and discharged 5/5/2017.

Our continuing care and back to work recommendations are as follows:

Continuing Care Recommendations:

1. Abstain from all intoxicants, including alcohol.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
1. Obtain and begin using a 12-step sponsor within two weeks of discharge. Establish regular telephone and face-to-face contact with this sponsor to continue working the steps of recovery.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
3. I recommend that this patient obtain a free membership in International Doctors in Alcoholics Anonymous (IDAA). We visited the website at idaa.org where doctors-in-recovery meetings can be accessed. I also recommend that this patient attend the annual IDAA conference this coming year in Snowbird, Utah (August 2-6, 2017).
4. Complete continuing care/relapse prevention group bi-weekly on Tuesdays and Thursdays, facilitated through NPAP.
5. Schedule appointment with primary care provider, Dr. Dale Mock, within one month of discharge and follow recommendations.
6. Follow all recommendations of Nevada Professional Assistance Program (NPAP) and Shauna Eger for further instructions on monitoring plan. Full compliance with the expectations of this professional monitoring program is an expectation of the patient's continuing care plan. Recommendation of a minimum of 5 years of monitoring.
7. Anti-relapse medication: none. We attempted to initiate oral naltrexone with a transition to Vivitrol, but it was not tolerated due to side-effects. He was provided with an intranasal naloxone kit.
8. Drug screening should include random urine screening for the usual drugs of abuse as well as ETG/ETS and fentanyl. I recommend a minimum testing frequency per the protocol of the monitoring program.

9. Actively participate in leisure and social activities with family, friends and others in recovery.
10. Participate in the Hazelden My Recovery Compass, maintaining contact 1-2 times per week with a recovery coach.

Back to Work Recommendations:

1. Dr. Sempsrott may return to the practice of medicine providing direct patient care as of 05/25/2017. He should not directly handle or administer controlled substances for a minimum of 12 months of return to work while under monitoring. The exception is that he be allowed to handle and administer propofol to patients in the emergency room as necessary. There is no call. There are no other indicated restrictions. These return to work recommendations require the approval of NPAP and any other interested parties.
2. Work site monitor will be Jeremy Bearden with Team Health West. This individual should provide regular reports to the monitoring program.
3. Our work date recommendations and restrictions are subject to approval and modification by Nevada Professional Assistance Program (NPAP) and are contingent on Dr. Sempsrott adherence and response to the continuing care plan recommendations.

We recommend that Dr. Sempsrott set up an appointment with his HR representative as appropriate to:

1. Discuss any back to work concerns and to identify solutions.
2. Review written job performance guidelines, expectations, and disciplinary action guidelines.
3. Design a written return-to-work agreement as appropriate.
4. Arrange for flexibility in work schedule as needed to accommodate continuing care recommendations.
5. Set up a schedule for on-going reviews of back to work performance to support a successful and competent return to work.

Thank you for your efforts and support of us at Hazelden and of Dr. Sempsrott and the ongoing advocacy and monitoring you will be providing to him. We have appreciated the opportunity to work with you and Dr. Sempsrott over these last several weeks.

Please feel free to contact us if you have any questions about our recommendations or can be of assistance in the future.

Sincerely,

Bruce Bjork B.A LADC
Chemical Dependency Professional II

Marc Myer M.D.
Health Care Professionals Director

**The Investigative Committee of the Board of
Medical Examiners of the State of Nevada

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In the Matter of the Investigation) Case No. 17-17139
of)
Justin Ryan Sempsrott, M.D.,)
License #14852)

**AGREEMENT FOR PARTICIPATION IN A DRUG AND ALCOHOL
MONITORING/DIVERSION PROGRAM AND ORDER**

The Investigative Committee ("IC") of the Nevada State Board of Medical Examiners ("Board"), composed of Rachakonda Prabhu, M.D., Chairman, Victor Muro, M.D. and Ms. Sandy Peltyn, has been informed and is aware of circumstances regarding Justin Ryan Sempsrott, M.D., (Dr. Sempsrott). This IC has read and reviewed the Hazelden Betty Ford Foundation's Health Care Professionals Treatment Program Report, ("Betty Ford Program") (Exhibit A), dated, May 4, 2017, and the Nevada Professionals Assistance Program Evaluation, ("NPAP") (Exhibit B), both of which set forth the terms and conditions of participation in a monitoring program.

Based on its review of the above mentioned documents in addition to those facts presented and known to the IC, it is the IC's collective professional judgment that there exists sufficient evidence, presented in the Betty Ford Program Report and the NPAP Evaluation to warrant that Dr. Sempsrott enter into the following Agreement to ensure his participation and compliance with the recommendations and terms set forth therein.

//
//
//



1 Dr. Sempsrott agrees to the following terms and conditions:

- 2 1) He shall seek ongoing drug and alcohol treatment for a period of five (5) years commencing
3 on March 24, 2017, from NPAP, as directed by The NPAP Conditions for Participation
4 ("NPAP Agreement") (Exhibit C). He shall consent, agree, and direct NPAP to report all
5 results of tests and evaluations of participation in the NPAP program to the IC and/or its
6 Board representatives;
- 7 2) He shall comply with all terms and conditions of his participation with NPAP as set forth in
8 the NPAP Agreement, the terms and conditions of which are hereby incorporated in their
9 entirety. Failure to comply with the terms and conditions of the NPAP Agreement shall be
10 deemed to be a violation of this Agreement and Order and may be grounds for the initiation
11 of disciplinary action as set forth below;
- 12 3) He shall abstain from the use of alcohol, controlled substances, stimulants and all other
13 mood-altering and/or potentially addicting drugs or medications. He shall not obtain
14 prescriptions for any mind-altering or potentially addicting drugs, accept with the consent of
15 NPAP;
- 16 4) He shall submit to any and all body fluids analysis as directed by NPAP, and any other tests
17 as directed by the NPAP;
- 18 5) He agrees and understands that upon successful completion of the NPAP program, the IC
19 shall review the matter to determine if any further action by the IC is required;
- 20 6) He agrees and acknowledges that this Agreement is being entered into by the parties to
21 allow him an opportunity to comply with the above referenced recommendations and further
22 acknowledges that should the IC determine that Dr. Sempsrott has failed to successfully
23 complete the NPAP program or has engaged in conduct that is in violation of the Medical
24 Practice Act pursuant to Nevada Revised Statutes (NRS) and Nevada Administrative Code
25 Chapters 630, this Agreement does not preclude the IC from taking disciplinary action if
26 warranted;
- 27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7) He further agrees that and acknowledges that upon approval and acceptance of this Agreement by the IC, that said terms and conditions shall be considered to be an Order of the IC and that knowingly or willfully failing to comply with an Order of the IC is grounds for the initiations of disciplinary actions against him pursuant to NRS 630.3065(2)(a).

Dated this 12 day of SEPT, 2017.

By: 
Robert Kilroy, Esq.
Attorney for the Investigative Committee

UNDERSTOOD AND AGREED:

Dated this 12th day of SEP, 2017.


Justin Ryan Sempsrott, M.D., Licensee

NOTARY PUBLIC//CLARK COUNTY
(stamp)

IT IS HEREBY ORDERED that the Investigative Committee of the Nevada State Board of Medical Examiners has adopted and approved the above "Agreement for Participation in a Drug and Alcohol Monitoring/Diversion Program" and said terms of the above Agreement shall be henceforth considered an Order of this Investigative Committee.

DATED this _____ day of September 2017.

Rachakonda Prabhu, M.D., Chairman
Investigative Committee of the
Nevada State Board of Medical Examiners



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

EXHIBIT A
[BETTY FORD PROGRAM REPORT]



**HAZELDEN REPORT
DR. SEMPSROTT**

Dated: May 4, 2017



May 4, 2017

This information has been disclosed to you from records whose confidentiality is protected by Federal Law. Federal Regulation (42 CFR, Part 2) prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to estimate, investigate or prosecute the patient.

Karen Spangler
 Team Health Emergency Medicine, West Group
 505 South 336th St. Suite 350
 Federal Way, WA 98003
 Fax: 253-838-6418

Re: Justin Sempsrott (I

Dear Ms. Spangler

Dr. Justin Sempsrott was admitted to Hazelden Foundation's Health Care Professionals Treatment Program in Center City, MN on 2/28/2017 and discharged 5/5/2017.

Our continuing care and back to work recommendations are as follows:

Continuing Care Recommendations:

1. Abstain from all intoxicants, including alcohol.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
1. Obtain and begin using a 12-step sponsor within two weeks of discharge. Establish regular telephone and face-to-face contact with this sponsor to continue working the steps of recovery.
2. I recommend 12-step/recovery meeting attendance at a minimum frequency of 3 times weekly after first attending 90 meetings in 90 days. We discussed that the more meetings that are attended early-on, the greater the likelihood of maintaining long-term abstinence.
3. I recommend that this patient obtain a free membership in International Doctors in Alcoholics Anonymous (IDAA). We visited the website at idaa.org where doctors-in-recovery meetings can be accessed. I also recommend that this patient attend the annual IDAA conference this coming year in Snowbird, Utah (August 2-6, 2017).
4. Complete continuing care/relapse prevention group bi-weekly on Tuesdays and Thursdays, facilitated through NPAP.
5. Schedule appointment with primary care provider, Dr. Dale Mock, within one month of discharge and follow recommendations.
6. Follow all recommendations of Nevada Professional Assistance Program (NPAP) and Shauna Eger for further instructions on monitoring plan. Full compliance with the expectations of this professional monitoring program is an expectation of the patient's continuing care plan. Recommendation of a minimum of 5 years of monitoring.
7. Anti-relapse medication: none. We attempted to initiate oral naltrexone with a transition to Vivitrol, but it was not tolerated due to side-effects. He was provided with an intranasal naltrexone kit.
8. Drug screening should include random urine screening for the usual drugs of abuse as well as ETG/ETS and fentanyl. I recommend a minimum testing frequency per the protocol of the monitoring program.



9. Actively participate in leisure and social activities with family, friends and others in recovery.
10. Participate in the Hazelden My Recovery Compass, maintaining contact 1-2 times per week with a recovery coach.

Back to Work Recommendations:

1. Dr. Semparott may return to the practice of medicine providing direct patient care as of 05/25/2017. He should not directly handle or administer controlled substances for a minimum of 12 months of return to work while under monitoring. The exception is that he be allowed to handle and administer propofol to patients in the emergency room as necessary. There is no call. There are no other indicated restrictions. These return to work recommendations require the approval of NPAP and any other interested parties.
2. Work site monitor will be Jeremy Bearden with Team Health West. This individual should provide regular reports to the monitoring program.
3. Our work date recommendations and restrictions are subject to approval and modification by Nevada Professional Assistance Program (NPAP) and are contingent on Dr. Semparott adherence and response to the continuing care plan recommendations.

We recommend that Dr. Semparott set up an appointment with his HR representative as appropriate to:

1. Discuss any back to work concerns and to identify solutions.
2. Review written job performance guidelines, expectations, and disciplinary action guidelines.
3. Design a written return-to-work agreement as appropriate.
4. Arrange for flexibility in work schedule as needed to accommodate continuing care recommendations.
5. Set up a schedule for on-going reviews of back to work performance to support a successful and competent return to work.

Thank you for your efforts and support of us at Hazelden and of Dr. Semparott and the ongoing advocacy and monitoring you will be providing to him. We have appreciated the opportunity to work with you and Dr. Semparott over these last several weeks.

Please feel free to contact us if you have any questions about our recommendations or can be of assistance in the future.

Sincerely,

Bruce Bjork B.A LADC
Chemical Dependency Professional II

Maro Myer M.D.
Health Care Professionals Director

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B
[PROFESSIONALS MONIORING PROGRAM EVALUATION]



Feb 18 17:02:07a

Mera Fax

702 485 4112

p.1

9811 W. Charleston Blvd.
Suite 2-735
Las Vegas, Nevada 89117

Nevada Professionals Assistance Program NPAP

Phone: 702 257 6727
Fax: 877 324 7915

Agreement for Multidisciplinary IME

Date: 2/17/17

Please initial each item and sign at the bottom of page.

Initials

JS I, Justin Sempsrott, understand that Dr. Peter Mansky, M.D. and the Nevada Professionals Assistance Program (NPAP) is referring me for a multidisciplinary independent Medical Evaluation (IME) at an approved center chosen by me from a list of approved centers.

JS I agree to go for an multidisciplinary IME.

JS I understand that in order to successfully complete the independent IME, I must give permission for Dr. Peter A. Mansky, M.D. and the NPAP to provide collateral information to the approved center if I wish to have advocacy from Dr. Peter A. Mansky, M.D. and the NPAP.

JS I agree to not hold Dr. Peter Mansky, M.D. liable for any diagnosis and/or recommendations made based on medical opinion and within a reasonable degree of medical certainty. I agree to not hold Dr. Peter A. Mansky, M.D. liable for any diagnosis and/or recommendations made by the approved center from the multidisciplinary IME.

JS I agree to pay any costs incurred as a result of my multidisciplinary IME.

JS I understand that all evaluations are entirely voluntary. If I disagree with the recommendation for a multidisciplinary IME, or the requirement for a multidisciplinary IME in order for the NPAP to positively advocate for me, I may seek services elsewhere.

JS I understand and acknowledge that a list of several approved centers has been given to me to choose from for my multidisciplinary IME. I understand that Dr. Peter A. Mansky, M.D., the NPAP, or any of its staff do not have any financial profitable relationships with any of the approved centers.

JS I understand that if treatment is recommended as a result of my multidisciplinary IME, I do not have to enter into treatment at the center that provided my IME. I also understand I may return home after the IME to discuss treatment options at an approved center with the NPAP, my family, and/or my employer.

Signature: [Signature]

Print Name: Justin Sempsrott

Date of Signature: 2/17/17

[Signature]

NPAP – Administrative Forensic Evaluation
 Justin Sempstrott
 DOB: /

Date of Evaluation: February 17, 2017

NPAP Summary and Recommendations:

Dr. Sempstrott, a 32-year-old physician, seen today for a two-hour evaluation with the purpose of discerning a psychiatric or substance use diagnosis and fitness for duty in being able to work safely and effectively. Dr. Sempstrott has been working in Emergency Medicine for Sunrise hospital as a locum tenens position, and was suspected by a nurse of diverting Fentanyl. He has worked at Sunrise under his locum tenens position for one and a half months prior to the nurse's report of suspected diversion on February 10th or 11th. Dr. Sempstrott indicated that he has been withdrawing from Dilaudid [hydromorphone] which he obtained from his father's supply (using for chronic pain). Dr. Sempstrott said that he was concerned about increasing withdrawal from Dilaudid and he wanted to be able to prevent this while at work.

Dr. Sempstrott stated using opioids post vasectomy in 2014 and has been using opioids "on and off since that time." He noted that he had started using when he did not have pain. He noted that he would stop when he ran out of meds. His father is suffering from chronic back pain and takes Dilaudid chronically. He is prescribed 120 tablets but would only use 50 or 60 and he would stockpile the rest. Dr. Sempstrott indicated that he used to crush the pills so that he could snort them. He reports he later progressed to smoking the crushed pills. His father is also prescribed Fentanyl patches but does not use all prescribed. Dr. Sempstrott reports also using his father's patches.

After meeting with the Sunrise Hospital Emergency Department Director on February 11, 2017, Dr. Sempstrott started to cut down on his Dilaudid use with the desire to completely detoxify himself. Dr. Sempstrott had nausea and diarrhea as he cut down. He used codeine and Phenergan for the nausea and Imodium for the diarrhea.

On the *NPAP Physician Profile* Dr. Sempstrott indicated that the medications he is taking at the of this evaluation are:

1. Aleve – 200 mg one time
2. Diazepam, 5 mg qhs PRN, and Zolpidem 10 mg qhs PRN prescribed by his PMD. His last diazepam was taken the night before his evaluation and the last zolpidem 1 to 2 weeks prior to evaluation.
3. Loperamide 2 mg TID PRN for withdrawal diarrhea. His last dose was the day before this evaluation.
4. Doxycycline 100 mg bid
5. Sudafed PE tablets, 10 mg BID PRN, for an upper respiratory infection he relates to his plane travel.
6. Zofran 4 mg TID PRN for nausea which Dr. Sempstrott relates to his opioid withdrawal.
7. Dilaudid - last dose was about 7 days prior to this evaluation

NPAP – Administrative Forensic Evaluation
 Justin Sempsrott
 DOB: :

Dr. Sempsrott also indicated that he took Codeine with Phenergan 4 days prior this evaluation. He also had his last drink on a plane flight one day prior to this examination. His last use of marijuana was 8 weeks ago, using marijuana obtained from a friend who has a medical marijuana cards. Dr. Sempsrott has driven and worked in a safety sensitive position in the Emergency Department while under the influence of opioids.


Dr. Sempsrott had a blood pressure 116/100 sitting and 134/98 standing without lightheadedness or dizziness. His weight is 195 pounds and he is 6 ft tall. His pupils were 3.5 millimeters and equal. He had no lacrimation or rhinorrhea. His knee deep-tendon reflexes were normal reflexive. He had no tongue or hand tremor. He had no ataxia or dysarthria. His pulse was repeated by population and was 84 beats per minute and regular.

He was euthymic but anxious because he identified that he knew he had a substance use disorder but because he had detoxified himself he felt he was ready to work and receive outpatient treatment. He was very anxious when I started the examination but calmed down considerably. He had no suicidal ideas, plans, or intent. He had no push of speech. He was very direct in relating his history although at times he was vague. He had no hallucinations, delusions or a thought disorder. His cognitive functioning appeared to be intact.

Considering the above history and examination Dr. Sempsrott suffers from an Opioid Use Disorder moderate and most likely severe. He made efforts in the past to cut down and to stop his use of opioids. He has had to give up his occupational work because of his drug use or behavior related to his drug use. He has driven a car and worked at a safety sensitive position while using opioids. He tried to detoxify himself but he had diarrhea and nausea as well as concerns that his withdrawal would be noticed at work although he did not specify what behavior he was concerned would be seen at work. He used codeine and Phenergan and most likely alcohol and diazepam to treat his withdrawal.

The other three to four criteria are not clear at this time. He lives in Boise but works for a locums company and sees the mother of his child in California. He had to be in Boise and spend time getting his drugs from his father and when he told his father it effected their relationship. He indicated that his father was disappointed in him and this obviously has affected their relationship. He has had some cravings but he downplays this. His use has affected his ability to work but not clear at this time how it has affected his relationship with his child's mother (Ann), his relationship with his father, and his job performance.

The above information was related to Dr. Sempsrott at the conclusion of the examination. He still felt he could return to work and seek outpatient treatment. I relayed to him that since he worked in a safety sensitive position as a physician and since some of the criteria could be clarified by a multidisciplinary independent medical evaluation (IME) I would recommend that as his next step. He wanted to know if he could go directly to treatment. I indicated that he could as he would be evaluated before and during treatment which would also clarify his diagnosis. I recommended the IME because it could



NPAP – Administrative Forensic Evaluation
Justin Sempsrott
DOB:

clarify his diagnosis and recommended course of treatment. Furthermore, once evaluated he could leave the center and did not have to return there for treatment. In addition to the IME, any treatment recommendations could be obtained at a list of 12 NPAP approved centers. Several of those centers are close to him and were discussed. He indicated that although he had a license in Idaho, California, and North Carolina, as well as Nevada, he would prefer to go for the evaluation with assistance from the NPAP and opined that he would like to be a participant in the NPAP after his evaluation and/or treatment. He indicated that he appreciated his residency training in southern Nevada and would prefer to live here at this time.

E-signed: Peter A. Mansky, M.D.



NPAP – Administrative Forensic Evaluation
 Justin Sempserott
 DOB: /

Addendum to NPAP Summary and Recommendations

Date of Evaluation: February 17, 2017

Date of Addendum Request: April 12, 2017

After reviewing the document titled "NPAP Summary and Recommendations," Dr. Sempserott sent the following requested revisions via email:

"In regards to the document "Sempserott initial evaluation write up", I just have a few points that I wish to clarify that I may not have communicated clearly.

The second paragraph states "He reports that he later progressed to smoking the crushed pills". At no point in my active addiction or any point in my life have I ever smoked any opioids of any form, including pills. I initially started by taking the pills orally, then progressed to crushing and snorting them. Regarding the statement "also using his fathers fentanyl patches", I used one of my father's fentanyl patches one time only.

On the second page, paragraph 5, the mother of my child lives in Boise, not in California. Additionally, her name is Anna.

On the final paragraph, it indicates that I would prefer to live in southern Nevada. My preference is to continue living in Idaho, which is where my son and his mother live. I would, however, like to pursue monitoring in Nevada since I am not credentialed or working anywhere in Idaho and have no intent to work in Idaho at this time.

Thank you again for your consideration."

Dr. Sempserott's requested revisions have been considered, approved, and added as an addendum.

E-signed: Shauna Eger, MHA, Senior Associate Director of the NPAP.
 4/17/17



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

EXHIBIT C
[PROFESSIONALS MONITORING PROGRAM AGREEMENT]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly "John Doe" or similar, though it is difficult to decipher due to its style.



UNITED STATES DRUG TESTING LABORATORIES
 1700 S. MOUNT PROSPECT ROAD
 DES PLAINES, ILLINOIS 60018-1804
 847-375-0770 fax 847-375-0775

Report To RecoveryTrek LLC
 RecoveryTrek LLC
 440 Monticello Ave, Ste 100
 Norfolk, VA 23510

Client F071409VA
Client NPAP - RecoveryTrek
Location
Collector MARK R

Sample Information

Specimen ID 3557456	Test Reason Not given
Name JUSTIN SEMPSROTT	Type Hair
Lab Sample ID 2022461	Collected 2/17/2017 15:00
SSN/DonorID 501222555	Received 2/20/2017 10:19
	Report Date 2/22/2017 14:38

Tests Requested

Test	Result	Quantitation	Screen Cutoff	Confirm
HAIRSTAT14	HairStat-14	Sample negative		
AMPHETAMINES	negative		500 pg/mg	
BARBITURATES	negative		200 pg/mg	
BENZODIAZEPINES	negative		200 pg/mg	
COCAINES	negative		500 pg/mg	
METHADONES	negative		200 pg/mg	
MEPERIDINE	negative		500 pg/mg	
OPIATES	negative		200 pg/mg	
PCP	negative		300 pg/mg	
OXYCODONE	negative		200 pg/mg	
PROPOXYPHENE	negative		200 pg/mg	
CANNABINOIDS	negative		1 pg/mg	
TRAMADOL	negative		500 pg/mg	
FENTANYL	negative		25 pg/mg	
SUFENTANIL	negative		10 pg/mg	

Additional Sample Information

Body Hair

Sample Comments

Test developed and characteristics determined by United States Drug Testing Laboratories, Inc. See Compliance Statement on our website http://www.usdtl.com/compliance_statement

Certification

Data approved by Rose Rios on 2/22/2017

MEDTOX LABORATORIES INC.
402 WEST COUNTY ROAD D
ST PAUL, MN 55112
651-636-7466

Jennifer A. Collins, Ph.D.

LABORATORY REPORT

Account #: 70338712
RECOVERYTREK-NPAP
**PLEASE SEND MRO COPY TO
FAX # 877-324-7915

Accession #: G5160528
Specimen I.D.: Z32172290
Donor Name/ID: SEMPSROTT,JUSTIN
SSN:
Age: Sex:
Reason for test: Not indicated

General Information

Date Collected	Date Received	Date Reported
02/17/2017 15:00	02/20/2017	02/23/2017 7:22AM

TEST(S) REQUESTED	RESULTS	UNITS	THERAPEUTIC RANGE
DRUGS OF ABUSE SCREEN 87544			
DRUG TEST RESULT	POSITIVE		
ETHYL GLUCURONIDE	+++POSITIVE+++	ng/ml	
AMPHETAMINES	NEGATIVE	ng/ml	
BARBITURATES	NEGATIVE	ng/ml	
BENZODIAZEPINES	NEGATIVE	ng/ml	
COCAINE METABOLITE	NEGATIVE	ng/ml	
OPIATES	NEGATIVE	ng/ml	
PHENCYCLIDINE (PCP)	NEGATIVE	ng/ml	
MARIJUANA METABOLITE (THC)	NEGATIVE	ng/ml	
METHADONE	NEGATIVE	ng/ml	
PROPOXYPHENE	NEGATIVE	ng/ml	
CREATININE	82.0	mg/dl	> = 20
NITRITES	NEGATIVE	mcg/ml	< 200

THIS SPECIMEN WAS SCREENED BY IMMUNOASSAY. ANY POSITIVE RESULT HAS BEEN CONFIRMED BY CHROMATOGRAPHY WITH MASS SPECTROMETRY. THE FOLLOWING THRESHOLD CONCENTRATIONS WERE USED FOR THIS ANALYSIS:

DRUG	SCREENING THRESHOLD	CONFIRMATION THRESHOLD
ETHYL GLUCURONIDE	250 NG/ML	
ETHYL GLUCURONIDE		250 NG/ML
ETHYL SULFATE		100 NG/ML
AMPHETAMINES	1000 NG/ML	500 NG/ML
BARBITURATES	300 NG/ML	200 NG/ML
BENZODIAZEPINES	300 NG/ML	200 NG/ML
COCAINE METABOLITE	300 NG/ML	150 NG/ML
OPIATES	2000 NG/ML	2000 NG/ML
PHENCYCLIDINE	25 NG/ML	25 NG/ML
MARIJUANA METABOLITE	50 NG/ML	15 NG/ML
METHADONE	300 NG/ML	300 NG/ML
PROPOXYPHENE	300 NG/ML	300 NG/ML

ALTERNATIVE EXPLANATIONS SHOULD BE EXPLORED FOR ANY POSITIVE FINDING. THIS PANEL INCLUDES TESTS FOR SPECIMEN VALIDITY.

PLEASE NOTE THAT INCIDENTAL EXPOSURE TO ALCOHOL MAY RESULT IN DETECTABLE LEVELS OF ETG AND/OR ETS. ETG/ETS RESULTS SHOULD BE INTERPRETED IN THE CONTEXT OF ALL AVAILABLE CLINICAL AND BEHAVIORAL INFORMATION.

REFERENCE: SAMHSA ADVISORY, SPRING 2012 VOLUME 11, ISSUE 2
REPORT CONTINUED ON NEXT FORM

MEDTOX LABORATORIES INC.
 402 WEST COUNTY ROAD D
 ST PAUL, MN 55112
 651-636-7466

Jennifer A. Collins, Ph.D.

LABORATORY REPORT

Account #: 70338712
 RECOVERYTREK-NPAP
 **PLEASE SEND MRO COPY TO
 FAX # 877-324-7915

Accession #: G5160528
 Specimen I.D.: Z32172290
 Donor Name/ID: SEMPSROTT,JUSTIN
 SSN: -----
 Age: Sex:
 Reason for test: Not indicated

General Information

Date	Date	Date
Collected	Received	Reported
02/17/2017 15:00	02/20/2017	02/23/2017 7:22AM

TEST(S) REQUESTED

RESULTS

UNITS THERAPEUTIC RANGE

 **SOME COMPONENTS OF THE TEST PANEL WERE DEVELOPED AND PERFORMANCE
 CHARACTERISTICS DETERMINED BY LABCORP. THEY HAVE NOT BEEN CLEARED
 OR APPROVED BY THE FOOD AND DRUG ADMINISTRATION.

Certified by: PHAN,VAN

ALCOHOL BIOMARKERS
 ETHYL GLUCURONIDE
 ETHYL SULFATE

455
 192

ng/ml
 ng/ml

** FINAL REPORT **

Collected at 7024977450 MEDTOX collection site #43684
 MARK RUECKL
 LAS VEGAS, NV

9811 W. Charleston Blvd.
Suite 2-735
Las Vegas, Nevada 89117

Nevada Professionals Assistance Program
NPAP

Phone: 702 257 6727
Fax: 877 324 7815

The NPAP CONDITIONS FOR PARTICIPATION (CFP)

Please Initial all paragraphs in this document.

I, Justin Semprott, M.D. (Medical License#: 14852), understand the conditions for participation in the Nevada Professionals Assistance Program (the NPAP) and that my monitoring period with the NPAP will be for a minimum of (5) five years, beginning March 24, 2017.

I am aware that the NPAP is a health oriented State Professional Health Program and will endeavor to preserve my ability to practice my chosen profession safely and effectively on the basis of my recovery from illness or wellness so that I can continue or return to the safe and effective practice of my profession. I understand that the NPAP will support me by the facilitation and guidance of my evaluation and treatment with the NPAP approved providers for my health or wellness along with consideration for my advocacy needs. I will be expected to continue with my recommended program and provide the NPAP with the necessary documentation. The NPAP will determine advocacy for me regarding licensing to practice medicine in the state of Nevada, malpractice insurance coverage, hospital privileges, HMO contracts, and other entities or individuals based on my ability to practice safely and effectively in relationship to the recovery from my illness or wellness as determined by the NPAP. Successful completion of the program will be dependent on the conditions in this document and others which may be added by the NPAP during my participation on the basis of clinical or advocacy factors for the appropriate management of my case. I understand that the conditions for participation will be reviewed and revised from time to time as determined by the NPAP for the appropriate management of my case.

The NPAP is not a treatment provider and will not provide direct treatment. We provide guidance for the participant through evaluation and treatment.

- 1) I have chosen of my own volition to be a participant in the NPAP so that I can receive support from the NPAP in maintaining recovery and/or wellness. I also can expect the NPAP to provide support and advocacy on the basis of my health, recovery or wellness as determined by the NPAP. I am aware that I may also seek support and advocacy from other sources such as the legal system.
- 2) If I desire to terminate this agreement I may do so at any time. If I decide to terminate I will notify the NPAP in writing at least 7 days before I terminate my participation. I specifically give permission to the NPAP for one month after termination to notify certain entities and persons it deems necessary of my termination of this Agreement and inactivation as a participant in the NPAP. This would include the Nevada State Board of Medical Examiners, hospitals, the person or entity that referred me to the NPAP or other entities related to my professional activities. I specifically agree not to revoke under any conditions or laws this permission until one month after participation ends.
- 3) I understand and accept that these conditions are deemed necessary by the NPAP to be able to effectively facilitate treatment or wellness and to provide credible advocacy. The NPAP encourages all of the prospective participants in the NPAP program to consider reviewing the Conditions For Participation with an attorney.
- 4) I understand that in all my interactions with NPAP I agree to work and communicate with the NPAP directly not through a third party or third party intervention.
- 5) I understand that the NPAP is not a treatment provider. I understand that by participating in the NPAP there is not a doctor-patient relationship between myself and the NPAP and any of its staff.

- 6) I understand that the NPAP will endeavor to maintain the confidentiality of my involvement in the NPAP and any and all documents related thereto. Nevertheless, I understand and agree that the NPAP may disclose my participation and release documents related to my involvement in the NPAP under the following circumstances: (1) when required by law or court order; (2) when essential to further intervention, treatment, assessment, advocacy or rehabilitation for myself; or (3) to individuals and/or entities authorized in writing by Participant to receive information or documentation related to Participant's involvement in the NPAP (4) to the Nevada State Board of Medical Examiners when deemed necessary by the NPAP.
- 7) I understand that general credentialing consent forms provided to the NPAP by Hospitals, Medical Staff Offices, Insurance Companies, Healthcare Companies, Credentialing Agencies, Universities, Residency Programs, Medical Boards, other regulatory agencies, etc. are accepted by the NPAP as written consent to provide letters to the requesting entity documenting my compliance, history, toxicology results, and program participation in the NPAP. I understand this information can be communicated verbally, electronically, or in writing.
- 8) I understand that toxicology monitoring is an integral part of this program. Therefore, I will submit voluntarily, and without question, to urine collection including random observed urine, blood, hair or other examinations as requested by the NPAP Director or a designee of the Director. I will be responsible for the costs of such tests and for the prompt payment of such charges. I understand that not calling in daily, a refusal to submit to toxicology testing, and/or not appearing for collection of the sample within 12 hours of when it is requested by the monitoring system may be considered to be positive evidence of use at the discretion the NPAP Director or the director's designee.
- 9) I understand that urine screens, which are invalidated due to low volume, low creatinine, etc., must be repeated.
- 10) I agree to submit voluntarily, and without question, observed urine, blood, hair, nail, or saliva for toxicology testing within a timely manner if there is any positive, low creatinine, high creatinine, or dilute results, etc. requiring additional testing. I agree to be financially responsible for such testing.
- 11) I understand and give consent to the NPAP to use any of my bodily fluids that I have submitted for toxicology testing to conduct additional toxicology testing if deemed necessary and regardless of whether I agree to uphold my responsibility to provide payment for such additional tests.
- 12) I give full consent to the NPAP to communicate with any entity or organization involved in my toxicology monitoring. This includes but is not limited to: Any laboratories the are used for my samples to be tested at, MedTox, USDTL, Recovery/Trek, SoberLink (if using SoberLink), collection sites, third-party collection sites, and third-party mobile collectors.
- 13) I will not write prescriptions for any mind-altering or potentially addicting drugs for myself or members of my family.
- 14) I will also remove all alcohol and mind altering drugs from my home or residence.
- 15) I will not obtain prescriptions for any mind-altering or potentially addicting drugs, accept with the consent of the NPAP. Any medications with an addiction potential prescribed to me by my provider(s) must be approved by the NPAP Medical Director. This includes Suboxone and Naltrexone. If I am given or prescribed an addicting substance in an emergency situation I must inform the NPAP within 24 hours and supply evidence of proper prescribing.
- 16) I will completely abstain from alcohol, marijuana, cocaine, stimulants, narcotics, sedatives, tranquilizers, and all other mood-altering and/or potentially addicting drugs or medications.

17) I agree to abstain from over-the-counter medications containing alcohol or food items containing poppy seeds or alcohol, which may produce a positive test result for drugs or alcohol. I will be vigilant and familiarize myself with the above items. I also agree to take only those over the counter medications recommended by my physician and approved by the NPAP. I will not take any herbal or alternative medicine or over the counter medication which is not approved by my physician and the NPAP.

18) I will select a personal primary care physician. Within two weeks of the effective date of this Agreement (or within two weeks of arriving in Nevada to establish my residence). I agree to inform the NPAP in writing the name of the physician I have selected as a personal primary care physician. I agree to see my personal primary care physician for an initial evaluation (if I have not done so within one year of signing this document) and thereafter on an as needed basis.

19) During the term of this Agreement, I will refrain from self diagnosing, treating and/or prescribing medications for myself. If I am currently taking prescription or over-the-counter medication at the commencement of my participation with the NPAP, or should it become necessary for me to take prescription or over-the-counter medication during the term of this Agreement, I agree that I will not take medications, discontinue medications or alter the dose without the consent of my physician(s) and/or NPAP approved provider (s). I will notify the NPAP immediately of any changes in my medications.

20) For the duration of this Agreement for the purpose of facilitating my participation in the NPAP:

- a) I specifically give consent to the NPAP for my physician to co-operate with the NPAP in the exchange of written and/or verbal information concerning my treatment, treatment plan, diagnosis, or other medical opinion for the duration of this agreement. I give permission for my personal physician to release information to the NPAP and authorize the Medical Director of the NPAP, or a designee of the Medical Director, to contact my personal physician and obtain information concerning my treatment, treatment plan, diagnosis, or other medical opinion.
- b) I will also notify the NPAP of any medications (including herbal medications and alternative medications) I am taking or plan to take prior to taking the medications except in the case of documented emergency. This will include medications prescribed for me or recommended if over the counter. I agree to notify the NPAP immediately for approval before taking the medication except in the case of documented medical emergency. In that case I can notify the NPAP after the emergency within 24 hours.
- c) If a medical condition is indicated which may affect my professional or work performance, the NPAP may request medical records and/or a written statement from my physician for the purposes of documenting the condition and the treatment.

21) I will inform individuals in my practice setting and/or group, selected by the NPAP and/or myself, of the issues and the conditions of this agreement. I give permission, during the duration of this agreement, for the individuals referred to in this paragraph to contact the NPAP and to exchange information with the NPAP if there is ever any concern about my behavior. I also authorize the NPAP to relay information concerning my participation to the individuals referred to in this paragraph. The communication would be for the purpose of facilitating my treatment and recovery or facilitating my wellness as well as for protecting the public as deemed necessary by the NPAP. Such communication may include periodic written worksite reports.

This includes the following people:

Scott Scherr, MD, Emergency Department Director, Sunrise Hospital

Jeremy Bearden, DO, TeamHealth

22) I understand that should any employer listed in the above paragraph (item # 21) change during the duration of this agreement, I give the NPAP, the Director thereof, or anyone authorized by the Director,

permission and consent to exchange information with any of my employers for the duration of this agreement, including 30 days following the completion and/or termination of this agreement.

23) I will inform my spouse, or significant other person, Melanie von Weller, the conditions of this agreement. I give permission to the NPAP, the Director thereof, or anyone authorized by the Director to contact and exchange information concerning my case with my spouse or significant other person during the duration of this agreement.

24) I will attend mutual help meetings and/or Caduceus meetings at the frequency required by the NPAP. If I choose a twelve step oriented group or similar group, I will choose a sponsor and locate home group and will provide the NPAP with a monthly log of meetings attended. I understand I may be required to submit meeting logs requiring a co-signature to confirm attendance.

25) I understand the importance of keeping the NPAP abreast of my activities in order to remain in compliance with these conditions for participation at all times. I will:

- a) Take the initiative to make contact with the NPAP Director at least once per month and more frequently if required
- b) Notify the NPAP Director or the Directors designee of any changes, conflicts, revisions, difficulties and status of my monitoring activities. This would include urine monitoring "call in" and selection errors or difficulties on my part.
- c) Contact the Director of the NPAP or the Directors designee as well as my monitor(s) in advance of traveling out of the area resulting in my not being available for monitoring. I will inform them of my travel schedule.

26) I will comply with these conditions for participation and if I do not I may be asked to

- a) Stop working immediately
- b) Enter physician oriented or other treatment facility for re-assessment and/or treatment.
- c) Relate directly to the Nevada State Board of Medical Examiners, other regulatory agencies, managed care, insurance companies, hospitals, and others without diversion or advocacy from the NPAP.
- d) Any combination of any or all of the above.

27) It is my further understanding and my further agreement that:

- a) If in the opinion of the NPAP I am not compliant with the NPAP Conditions For Participation the Nevada State Board of Medical Examiners may be made aware of my non-compliance.
- b) I am also aware that the Nevada State Board of Medical Examiners may or may not know that I am a participant with the NPAP.

28) During the term of this Agreement, or if I choose to terminate my participation for a period of one month after notice of termination, I consent and agree that the NPAP may, in its sole discretion and judgment notify the Nevada State Board of Medical Examiners of the status of my participation with the NPAP. I will not revoke this consent for one month under the conditions any state or federal law. I understand that this allows the NPAP to exchange with the Nevada State Board of Medical Examiners written and verbal information concerning my participation or lack of participation in the NPAP along with the facts and circumstances (including information, test results, testimony and other factors) related to my interactions with the NPAP. This may result in the Board ending their investigation of me or their pursuit of disciplinary action due to my choosing to participate in the NPAP. It may also result in formal or informal proceedings against my license to practice medicine in the State of Nevada.

29) I will take responsibility for all expenses incurred as a result of my treatment or monitoring and understand that this is an integral part of my treatment and/or recovery. Inability to do so will be discussed with The Director of the NPAP or the Director's designee. Also see item 34.

30) I understand that in order to successfully complete participation in the NPAP I will write a two page typed letter of approximately 500 words to the Medical Director of the NPAP summarizing what my life was like prior to participation in the NPAP, how my life changed during participation, and both the

strengths and weaknesses I have in maintaining the change. I am encouraged to also include positive and/or negative criticism of the program. I may also decide to submit the positive and/or negative criticism of the program after a decision has been made indicating my successful completion of the program. Furthermore, I understand that in order to successfully complete my participation, I will be required to settle my financial obligations concerning participation in the NPAP and related to any treatment I have received at the recommended of the NPAP.

31) I understand that I can not change, alter or eliminate any aspect of these conditions for participation without the approval of the NPAP, after discussion with The Director of the NPAP. I understand that I may request alterations through the Director of the NPAP.

32) Should it be necessary or requested, I will provide signed consent and/or disclosure forms for persons or entities the NPAP deems essential to the management of my case, my health, and/or my wellness.

33) I understand that all attached addenda will become part of the conditions for participation upon my signature.

34) In addition to the cost of the NPAP toxicology testing I agree to pay the NPAP an administrative and advocacy fee of three hundred fifty dollars (\$350) per month by credit or debit card with recurring automatic monthly payments starting 6/1/17. I understand that my credit/debit card will be charged on the 1st of each month for the previous month (i.e. the 6/1/2017 charge is for May 2017). If I have financial difficulties and cannot make any of the payments I will inform the NPAP and supply documentation of my inability to pay through financial, tax, and legal documents and records requested by the NPAP.

35) I understand that the cost of each urine analysis when using a Patient Service Center (PSC) is \$50 with no collection fee paid to the collection site and will be charged to the credit card on file with the monitoring system. I understand that if I choose to use an NPAP approved third party site the cost of my urine analysis is \$42.50 which will be charged to the credit card on file with the monitoring system and I will owe a collection fee directly to the third party collector. I understand that the cost of this collection fee is between the third party site and me. I understand that pricing for toxicology tests are subject to change. Please see the NPAP *New Participant Welcome Letter* for further details.

36) I understand that I must check into the monitoring system daily between 3 a.m. and 2 p.m. PST. This includes weekends and holidays. I understand if I check in after 2 p.m. the system will not be able to tell me if I have been selected to test that day. I understand that any check ins after 2 p.m. are considered missed check ins and the NPAP may ask me to give an additional sample for toxicology testing.

37) I understand that if I request to be excused from toxicology testing for longer than 8 days due to vacation, surgery, or any other reason for such a request, I may be required to give a hair sample for toxicology testing when I return, which I will be financially responsible for.

38) I understand and agree to uphold in their entirety, for the duration of this contract, the recommendations in my discharge summary from Hazelden Center City. These recommendations include:

- a.) I agree to complete 90 meetings in 90 days, and then a minimum 3 meetings per week.
- b.) I agree to not return to work until 5/25/2017.

39) I agree to attend both the Tuesday and Thursday group meetings held at the office of the NPAP for the first two years of participation. I understand that the Early Process Group is on Tuesday evenings at 6:30 p.m. and the Caduceus meeting is on Thursday evenings at 6:30 p.m. both held at the office of the NPAP and will provide the NPAP with an excuse for any future or past missed attendance. After the first two years of participation I understand that I am required to attend only one of the groups each week. I may attend either one. Note: When not in Las Vegas for meetings please see item 40.

40) When in Boise, Idaho and unable to attend the meetings described in Item 39, I agree to attend Caduceus in Boise, Idaho, and provide a meeting log with a co-signature to the NPAP on a monthly basis.

41) I understand the NPAP may require a Sponsor Check-List form be completed by my sponsor at the frequency desired by the NPAP. I understand that Sponsor Check-List forms only require the first name and first initial of the last name of my sponsor. I understand that I may change my sponsor at any time.

42) I agree to allow the NPAP to contact me using the following email address: J_Sempsoff@yahoo.com. I understand that privacy and security of non-encrypted email communication cannot be guaranteed. I understand that any conditions under this item apply to any changes to my email address that I provide the NPAP with. Any withdrawal of consent to communicate by email must be provided to the NPAP in writing.

I understand that the NPAP may release information and documentation related to my application for a license, licensure, or practice to third parties, including the Nevada State Board of Medical Examiners, either at the request of the third party or at the Participant's request. By signing this Agreement, I agree to hold harmless and release the NPAP, its officers, directors, employees, designees, consultants, agents and assigns from any and all claims, either in contract, tort or based in State or Federal statute, related to my involvement in the NPAP, treatment through or in connection with the NPAP, application for a license and/or licensure with the State of Nevada, an investigation, inquiry, opinion, decision or action taken by the NPAP or the Nevada State Board of Medical Examiners.

Signed: [Signature] Date: 5/10/17
(Participant Signature)

Witness: _____

Please Remember To Initial All Paragraphs In This Document.

[Signature]

Subject: RE: NPAP/Southworth
From: Tina Baird (Tina@southworthassociates.net)
To:
Date: Wednesday, August 23, 2017 2:18 PM

Justin,

I'm sorry I missed your call, I was on my lunch break. I have excused you from your Caduceus meeting on Aug 31st.

As for the PRN here in Idaho, I am going to refer you to Tiffany she will be your monitor from here on out. She handles all of our doctors here in Idaho, so instead of having two separate monitors you will have one. If you have not heard from her within a couple of days give her a call at the same number however her ext. is 106.

Have a great day!!

Tina Baird

Compliance Monitor



P: (208) 323-9555 x116 F: (208) 323-9222

Email: Tina@southworthassociates.net

Office Hours: Monday – Thursday 7:00am – 4:00pm

Fridays: 7:00am – 4:00pm



Southworth Associates has earned The Joint Commission's Gold Seal of Approval® for Behavioral Health Care Accreditation by demonstrating continuous compliance with its performance standards.

2017 International Treatment Center's Cooperative (ITCC) Conference: October 16-18- Vero Beach, FL

2017 Certified Case Manager/Interventionist (CCMI) Trainings:

August 25-27, Detroit, MI – Module 1

November 3-5, Orange County, CA – Module 3

Moments of Change Conference: October 2-5, 2017, Palm Beach, FL.

Southworth Associates is not a healthcare provider nor is it a treatment program of any kind. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee disseminating, distributing or copying this email is strictly prohibited. Please notify the sender immediately if you have received this by mistake and delete this email from your system.

From: Justin [mailto:j_sempsrott@yahoo.com]
Sent: Saturday, August 19, 2017 4:43 PM
To: Tina Baird
Subject: Re: NPAP/Southworth

Thank you very much Tina.

My work schedule was slightly off for August and I won't be in Boise or Las Vegas on Aug 31. If possible, I would like to be exempt from the Caduceus meeting on that date. I will still satisfy my 3 meetings per week and random UA requirements.

Additionally, I live in Kuna and am licensed in Idaho and would like to start the process to self-report to

Southworth in ID. I am not currently credentialed or working in ID, but would like to have an advocate in ID so that I can start looking for jobs closer to home.

Thank you.

Justin Sempsrott

On Aug 17, 2017, at 5:59 AM, Tina Baird <Tina@southworthassociates.net> wrote:

Justin,

If you have any questions, please feel free to contact me.

Have a great day.

Tina Baird

Compliance Monitor

<image001.png>

P: (208) 323-9555 x116 F: (208) 323-9222

Email: Tina@southworthassociates.net

Office Hours: Monday – Thursday 7:00am – 4:00pm

Fridays: 7:00am – 4:00pm

<image002.png> Southworth Associates has earned The Joint Commission's Gold Seal of Approval® for Behavioral Health Care Accreditation by demonstrating continuous compliance with its performance standards.

2017 International Treatment Center's Cooperative (ITCC) Conference: October 16-18- Vero Beach, FL

2017 Certified Case Manager/Interventionist (CCMI) Trainings:

b4u4

11/16/17 5:21 PM

Subject: RE: NPAP/PRN

From: Tiffany East (tiffany@southworthassociates.net)

To:

Date: Thursday, November 16, 2017 5:15 PM

Hello Justin,
Unfortunately, my contact at the board of medicine is out of the office this week and will return next week. I will follow-up with you as soon as I have more information.
Thanks again,

Tiffany East
Senior Compliance Monitor

Ph (208) 323.9555 or (800) 386.1695 ext. 106 F (208) 323.9222
tiffany@southworthassociates.net / www.southworthassociates.net

Office Hours: M-W-F: 7am- 4pm MT, Tu-Th: 8am- 5pm MT

Southworth Associates is not a healthcare provider nor is it a treatment program of any kind. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee, disseminating, distributing or copying this email is strictly prohibited. Please notify the sender immediately if you have received this by mistake and delete this email from your system.

-----Original Message-----

From: Tiffany East
Sent: Thursday, November 16, 2017 9:12 AM
To: 'Justin'
Subject: RE: NPAP/PRN

Hi Justin,
I apologize for the delay in getting back to you regarding the Idaho PRN contract. This situation is one that I have not yet encountered and I am trying to make sure I have all of the right answers before coming to you. I have a call with the Idaho board of medicine today to discuss my questions and your contract and will follow-up with you after our phone call when I have more information.
Please let me know if you have any questions in the meantime.

Tiffany East
Senior Compliance Monitor

b4u4

11/16/17 5:21 PM

b1u4

J11S1111' 0:21 bW

Ph (208) 323.9555 or (800) 386.1695 ext. 106 F (208) 323.9222 tiffany@southworthassociates.net /
www.southworthassociates.net

Office Hours: M-W-F: 7am- 4pm MT, Tu-Th: 8am- 5pm MT

Southworth Associates is not a healthcare provider nor is it a treatment program of any kind. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee, disseminating, distributing or copying this email is strictly prohibited. Please notify the sender immediately if you have received this by mistake and delete this email from your system.

-----Original Message-----

From: Justin [mailto:j...@...com]
Sent: Tuesday, November 14, 2017 4:06 PM
To: Tiffany East
Subject: NPAP/PRN

Hellos Ms East,

I just wanted to follow up and see if you needed anything from me to facilitate a PRN contract. I am hoping to start working in Caldwell (in addition to Nevada) starting in January. I worry that the requirements from the NV State Board of Medical Examiners will require that NPAP be the primary and PRN be the secondary, but I am happy to discuss and better understand the process. Thank you!

Justin

9000000000

2 10 2 984

JUSTIN SEMPSROTT, MD, FAAEM
una, ID 83709 | |

November 21, 2017

Dear Sirs or Madams:

Please find below the accompanying explanation for Idaho State Board of Pharmacy Idaho Practitioner Controlled Substance Registration question 1 - "Have you, at any time; (if answer is yes to any of the following attach all related documentation); Had a physical, emotional, mental, alcohol abuse or substance abuse disease or condition that may interfere with your ability to competently and safely perform the essential functions related to the practice of pharmacy".

I was admitted into the Hazelden Betty Ford Foundation Healthcare Professionals treatment program in Center City, MN for the treatment of opiate use disorder from February 28, 2017 to May 5, 2017 and was discharged after satisfactorily completing the program.

On May 10, 2017 I entered into a contract for participation with the Nevada Professionals Assistance Program (NPAP) and am currently in good standing.

On June 15, 2017 I entered into an out-of state monitoring contract with the North Carolina Physician Health Program and am currently in good standing.

On August 1, 2017 all administrative functions of my NPAP contract were transferred to Southworth Associates.

On August 19, 2017 I self reported to the Idaho Physician Recovery Network (PRN), which is managed by Southworth Associates.

As of November 16, 2017 I am still awaiting a final contract with Southworth to determine whether NPAP or PRN will be the primary contract.

I have included all supporting documentation; please do not hesitate to contact me if I can provide further information.

Sincerely,



Justin Sempsrott, MD, FAAEM

BEFORE THE BOARD OF PHARMACY

STATE OF IDAHO

In the Matter of the Registration of:)	
)	Case No. BOP 18-044
JUSTIN SEMPSROTT, M.D.,)	
CS Registration Application No. APP-18-1268,)	STIPULATION AND
)	CONSENT ORDER
Applicant.)	
_____)	

COMES NOW, the Executive Director of the Idaho Board of Pharmacy ("Board") and Justin Sempsrott, M.D. ("Applicant"), and hereby stipulate and agree as follows:

A. JURISDICTION OF THE BOARD

1. The Board is empowered by title 37, chapter 27, Idaho Code, to administer the regulating provisions of the Uniform Controlled Substances Act in the state of Idaho.

2. Applicant submitted an Idaho Practitioner Controlled Substance Registration Application to obtain an Idaho controlled substance registration. Applicant's registration will be subject to the provisions of title 37, chapter 27, Idaho Code, and the Board's rules promulgated at IDAPA 27.01.01, *et seq.*

B. STIPULATED FACTS

3. Applicant is a licensed physician holding Idaho Medical License No. M-13538.

4. Applicant submitted an Idaho Practitioner Controlled Substance Registration Application received by Board staff on November 22, 2017.

5. Applicant has entered into an Advocacy Contract ("PRN Contract") with the Idaho Physician Recovery Network Committee ("Committee") for the purposes of assisting with and monitoring Applicant's substance abuse recovery program. The term of the PRN Contract is for a minimum of five (5) years from its effective date of January 8, 2018.



6. Applicant's statements in the PRN Contract would provide grounds to deny the application under Idaho Code § 37-2717.

7. The parties are voluntarily entering into this Stipulation and Consent Order to resolve the concerns of the Board and provide safeguards against any impact on the public health, safety, or welfare.

C. STIPULATED TERMS

8. Applicant shall comply with all terms and conditions of the PRN Contract, and shall comply with the terms and conditions of this Stipulation and Consent Order ("Stipulation") for the full term of the PRN Contract.

9. Applicant shall authorize the Committee to release information to the Board and its staff concerning Applicant's compliance with the PRN Contract.

10. Applicant agrees to fully cooperate with the Board and its staff, and submit written documents within a reasonable time after a request is made concerning Applicant's compliance with this Stipulation.

11. If Applicant is in compliance with the terms of this Stipulation, Applicant's Idaho Practitioner Controlled Substance Registration Application received by Board staff on November 22, 2017, shall be approved and registration granted by the Board.

D. COMPLIANCE WITH STIPULATION AND CONSENT ORDER

12. The Board has authority to enforce compliance with the terms and conditions of this Stipulation. By signing this Stipulation, Applicant waives his ability to challenge the Board's authority to enforce compliance of the Consent Order. Applicant's failure to be in compliance with the terms or conditions of this Stipulation and Consent Order may result in the Board taking disciplinary action against him. If there is reason to believe Applicant has violated any of the terms or conditions of this Stipulation, the Executive Director of the Board may file an

administrative complaint, setting forth the allegations of non-compliance and notifying Applicant, and his attorney, if applicable, that Applicant may request a hearing regarding the allegations of non-compliance. If Applicant does not request a hearing on the administrative complaint, any allegations of non-compliance will be deemed admitted.

13. If Applicant fails to comply with the terms and conditions of this Stipulation, Applicant's registration may be subject to further discipline, up to and including suspension or revocation. Therefore, the Board retains jurisdiction over Applicant's registration until all terms and conditions are satisfied as set forth in this Stipulation.

14. Any additional costs and/or attorney fees incurred by the Board in any enforcement action shall be borne solely by Applicant.

E. ACKNOWLEDGMENTS AND WAIVER OF RIGHTS

I, Justin Sempsrott, M.D., by affixing my signature hereto, hereby acknowledge the following:

15. I have read and admit to the foregoing facts set forth above in Section B. I understand these facts constitute cause for my agreement as set forth in Section C. I agree the Board has jurisdiction to proceed in this matter with my consent as indicated by my signature hereto.

16. I have read the above Stipulation fully and have had the opportunity to discuss it with legal counsel. I understand that by its terms I am waiving certain rights provided to me under Idaho law.

17. I understand I have, among others, the right to: a full and complete hearing; the right to confront and cross-examine witnesses; the right to present evidence or to call witnesses, or to so testify myself; the right to reconsideration; the right to appeal this matter to district court; and all rights provided by the Idaho Administrative Procedure Act and the laws and rules



governing the practice of pharmacy in Idaho. I hereby freely and voluntarily waive these rights, without further process, in order to enter into this Stipulation.

18. I understand the Board may approve this Stipulation as proposed, approve it subject to specified changes, or reject it. I understand that, if approved as proposed, the Board will execute and issue this Stipulation and Consent Order according to the aforementioned terms, and I hereby agree to the above Stipulation. I understand that if the Board approves this Stipulation subject to changes, and those changes are acceptable to me, the Stipulation will take effect and an order modifying the terms of the Stipulation will be issued. If the changes are unacceptable to me or the Board rejects this Stipulation, this Stipulation will be of no effect. If this Stipulation is rejected, admissions herein and negotiations preceding the signing of this Stipulation will not be admissible at any subsequent disciplinary hearing.

19. In the event this Stipulation is rejected by the Board or any changes proposed by the Board are not accepted by me, I waive any right I may have to challenge the Board's impartiality to hear the allegations in any subsequent administrative complaint based on the fact that the Board has considered and rejected this Stipulation.

20. I understand the Board shall have the right to make full disclosure of this Stipulation and Consent Order to any state, agency or individual requesting information subject to any applicable provisions of the Idaho Public Records Act, title 9, chapter 3, Idaho Code.

21. I understand this Stipulation and Consent Order is the resolution of a contested case and is a public record.

22. This Stipulation contains the entire agreement between the parties, and Applicant is not relying on any other agreement or representation of any kind, verbal or otherwise.

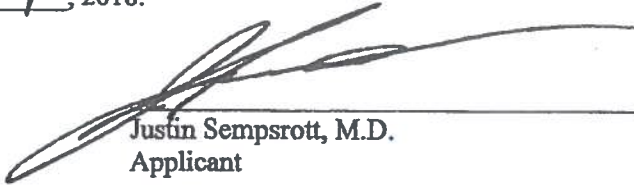
23. This Stipulation shall be presented to the Board with a recommendation for approval from the Executive Director of the Board and the Deputy Attorney General responsible



for prosecution before the Board at the next regularly-scheduled meeting of the Board.

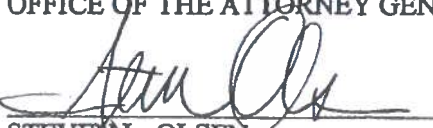
24. Except for Paragraph E.20, which becomes effective when Applicant signs this Stipulation, this Stipulation shall not become effective until it has been approved by a majority of the Board, and a Board member signs the attached Order.

DATED this 18th day of January, 2018.


Justin Sempsrott, M.D.
Applicant

I concur in this stipulation and order and recommend that the Board adopt the same.

DATED this 18 day of January, 2018.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

STEVEN L. OLSEN
Deputy Attorney General

ORDER

Pursuant to Idaho Code § 54-1728 and § 37-2718, the Idaho Board of Pharmacy hereby accepts the terms and conditions of the foregoing Stipulation and Consent Order, and it is hereby ordered that Applicant comply with said terms and conditions.

DATED this 18th day of January, 2018.

By: Alex J. Adams
Alex J. Adams, PharmD, MPH
Executive Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14 day of January, 2018, I caused to be served a true and correct copy of the foregoing STIPULATION AND CONSENT ORDER by the following method to:

Justin Sempsrott, M.D.
South Iron Springs Avenue
Kuna, ID 83634

- U.S. Mail
 Hand Delivery
 Certified Mail, Return Receipt Requested
 Overnight Mail
 Facsimile:

Anne K. Lawler, Executive Director
Idaho Board of Medicine
P.O. Box 83720
Boise, ID 83720-0058

- U.S. Mail
 Hand Delivery
 Overnight Mail
 Facsimile:
 Email: anne.lawler@bom.idaho.gov

Steven L. Olsen
Deputy Attorney General
Civil Litigation Division
P. O. Box 83720
Boise, ID 83720-0010

- U.S. Mail
 Hand Delivery
 Overnight Mail
 Facsimile:
 Email: steven.olsen@ag.idaho.gov
colleen.funk@ag.idaho.gov



Ellen Mitchell
Investigations Support Coordinator

P.O. Box 13600
Scottsdale, AZ 85267

Nevada Professionals Assistance Program
NPAP

Phone: 702 257 6727
Fax: 480 990 3114

January 12, 2018

Justin Sempsrott
3 Iron Springs Ave
Kuna, ID 83634

Re: Idaho PRN Contract

Dear Dr. Sempsrott,

The Nevada Professionals Assistance Program (NPAP) is in receipt of a copy of your monitoring contract with the Idaho Physician Recovery Network (PRN) dated January 3, 2018. This letter is to confirm that while you are completing contract requirements with the PRN program, the NPAP program will not be duplicating those requirements. The NPAP will continue to collect workplace monitoring reports from your Nevada work locations (as long as you are working in the state). The NPAP will also continue to report compliance to the Nevada State Board of Medical Examiners (monthly) as well as quarterly letters of compliance to the North Carolina PHP, TeamHealth and Sunrise Hospital and Medical Center (as long as applicable). The PRN will be handling the drug testing part of your contract, as they have sites in Nevada, as well as collection of 12-step attendance and the Nevada Caduceus logs. The PRN has agreed to send NPAP a quarterly letter of compliance. Due to PRN becoming your primary monitor, the NPAP will be reducing your monthly fee, the amount of which is still to be determined.

If you have any questions, feel free to contact me at 208-323-9555 ext. 106.

Sincerely,



Tiffany East
Compliance Monitor
Nevada Professionals Assistance Program

Idaho Medical Association
Physician Recovery Network
ADVOCACY CONTRACT

The Idaho Physician Recovery Network Committee (Committee) agrees to serve as advocate for this physician/physician assistant in his/her efforts toward a program of recovery from alcohol/drug addiction or other conditions that impairs his/her ability to practice medicine. This advocacy includes assisting re-entry to work and recovery among his/her peers, family and medical community, and where appropriate reporting to the Board of Medicine or other designated entities. Advocacy is contingent upon compliance with this contract and therefore can be withdrawn at the discretion of the Committee for violation of this contract.

I, Justin Sempsrott, recognizing that I suffer from chemical dependency/abuse and/or mental conditions that may impair my ability to practice medicine safely desire to enroll in the Physician Recovery Network (PRN) Program. During my recovery process I agree to and accept the following conditions regarding the term and content of this contract. The minimum term for this contract is five (5) years. However, if there are problems, such as relapse or noncompliance, then PRN may extend this contract beyond five years.

JS (initial) I agree to completely abstain from alcohol, marijuana, cocaine, stimulants, narcotics, sedatives, tranquilizers, and all other mind-altering and/or potentially addicting drugs or medications. In the event such medications may be needed as a legitimate part of my medical care, I agree to notify the PRN Program staff immediately.

JS (initial) I understand that it is my responsibility to have all prescriptions forwarded directly to PRN within five (5) calendar days it being prescribed to me. I understand that I need to have the provider include in the documentation the following information: the physician's name clearly indicated, the medication prescribed, the dosage, frequency, how many refills, the reason for prescribing and the duration I will be taking the medication.

JS (initial) If I do not already have one, I agree to secure a primary care physician who is knowledgeable about recovery issues and my recovery program to treat my medical problems. I give him/her authorization to communicate directly with the PRN. I will request that he/she not prescribe any of the above medications for me unless there is no reasonable alternative medically. If he/she does need to so prescribe, I will ask my prescribing provider to send documentation of the prescription to the PRN within five (5) days. Self-prescribing is prohibited. This physician will be: Dale Mock

JS (initial) If I do not already have one, I agree to secure a pharmacy to dispense my medications and give the pharmacist authorization to communicate directly with the Committee and my monitor on my progress. This pharmacy will be: Walgreens Pharmacy 869 E Avalon Street, Kuna, Idaho

JS (initial) I agree to inform and present a copy of this contract to the following people regarding my history of chemical dependence/abuse and the conditions of this contract. I agree to ask these individuals to immediately contact the PRN coordinator, my peer monitor or other PRN staff in the event that they may have concern that I have inappropriately used any chemicals or if they have concerns about my behavior.

(please list specific people)

- a. Doctors with whom I have a formal practice association:
Dr Brian Moss
- b. My office manager and/or nurse:

N/A

- c. My spouse or significant other:
Melanie von Weller
- d. Representative(s) of hospital where I hold privileges:
Dr Brian Moss
- e. My personal physician:
Dr Dale Mock
- f. Other:

JS (initial) I give permission to the PRN and those specified on the release of information form to exchange information pertinent to my recovery.

I agree to attend or participate in other treatment activities as outlined below:

<u>ACTIVITY</u>	<u>FREQUENCY</u>	<u>COMMENTS</u>	<u>INITIAL</u>
Mutual Support Groups	3 12-step meetings per week		<u>JS</u>
Support Group Meetings	Weekly - Attend SG meeting when in Boise. Attend Caduceus meeting when in Nevada		<u>JS</u>
Obtain Sponsor	Meet weekly, face to face, to work the steps		<u>JS</u>
Random Toxicology Tests	As determined by PRN		<u>JS</u>
Worksite Monitor	Obtain a work monitor upon returning to work		<u>JS</u>

JS (initial) I agree that if I do not adhere to the conditions of this contract, the Program Coordinator may elect to notify those referral sources specified on the release of information form, that I have signed, of such default.

JS (initial) I agree to attend the meetings as requested by the PRN. I understand that regular attendance is required and that unexcused absences are considered a violation of this contract. I will document the meeting attendance and other activities by submitting monthly client activity reports to the PRN. I understand that reports not returned to the PRN office by the fifth of the following month will cause me to be out of compliance with PRN program requirements.

JS (initial) I understand that chemical monitoring is an integral part of this program. I therefore, agree to submit voluntarily, and without question, to random urine, blood, hair, nail, and/or breath examinations as requested by the PRN staff. I understand that if I miss a drug screen collection, I should immediately notify the PRN Coordinator. I agree to give prior notice of at least one week to the drug testing company and the PRN Coordinator if I will be unavailable to test on a certain day and to give an explanation satisfactory to the PRN, otherwise the missed test will be considered positive. I will be responsible for payment for drug screens.

JS (initial) I am aware that consuming large quantities of liquids prior to giving my urine specimen may result in a dilute urine, which can appear to be an effort on my part to hide use. I understand that I should not drink more than 12 total ounces of fluid within three hours prior to testing. I understand that I should avoid any non-prescription diuretics, including caffeine found in coffee, tea and some sodas. If it is necessary for me to drink large amounts of liquids or use a non-prescription diuretic, I will do so after I provide a specimen. If I have just consumed a large amount of liquid or used caffeine and I am notified to test that day, I will wait a few hours for the fluid to clear before I provide a specimen.

JS (initial) I understand that anytime I take an over-the-counter medication, herbal supplement or stimulant drink I must notify the PRN of the start date and estimated finish date and what the medication, herbal supplement

or stimulant drink is being used for. Notice must be received by the PRN within one week of starting the over-the-counter medication, herbal supplement or stimulant drink.

JS (initial) I agree to meet with the PRN coordinator, my peer monitor, or other representatives of the PRN whenever requested to discuss my progress.

JS (initial) I recognize that I have a disease that is subject to relapse. If I relapse, I will inform the PRN coordinator or staff immediately for help and stabilization. An evaluation will be made by the PRN to determine any need to modify my treatment program. I agree to follow the recommendations that may include hospitalization, residential treatment, or other measures necessary to augment my recovery from addictive disease.

JS (initial) At the direction of the PRN, I agree to immediately withdraw from practice and enter a facility that meets the PRN criteria for assessment if there is concern regarding compliance with this agreement or if relapse occurs.

JS (initial) I understand that it is my responsibility to sit down, either before or after treatment, with the CEO or CEO's designate at each of the hospitals I have privileges at and verbally inform them of my situation within two weeks. I understand that on a quarterly basis the PRN will report my level of compliance to any and all hospitals at which I have privileges. I understand that these reports will be sent directly to the CEO, and either the Chief of Staff or the Medical Staff/Affairs office. More frequent reports will be made if requested by me or the hospital. I understand that, if I relapse, the same people will be notified along with an update on the PRN's response to the relapse within one (1) week.

JS (initial) I understand that it is my responsibility to notify the PRN if there is a change in the hospitals at which I have privileges within ten (10) days of that change. I understand that it is my responsibility to sign an updated Consent for Release of Confidential Information form listing any new hospital at which I seek privileges within 10 days of application for privileges.

JS (initial) PRN reviews contracts on an annual basis, and thus may make changes in this contract appropriate for my progress in recovery. However, if my circumstances change, such as relapse, noncompliance, type or location of medical practice, etc. then PRN may make changes on this contract at any time. All changes in contracts will be documented by PRN regarding the reason for the change. If I desire, I may appeal any contract changes in writing to the PRN Committee and/or by appearance at the next PRN Committee meeting.

JS (initial) I may request a change in my contract at any time, by placing the request in writing. I understand such requests will receive prompt attention, although a final decision on the request may have to wait until the next scheduled PRN Committee meeting.

JS (initial) PRN advises the State Board of Medicine informally (verbally) of all physicians enrolled in the PRN program. The State Board has agreed to take no action on these reports, and usually the State Board will drop any investigation of complaints it may have received about a physician. The exception to this rule involves cases about which the Board has independently received complaints of such magnitude that it feels compelled to take action.

JS (initial) If at some time I become noncompliant with the terms of this contract, including any modifications, and if I refuse to do what is necessary to get back in compliance, then PRN will formally notify the State Board regarding the problem. I understand that when the State Board is formally notified regarding my noncompliance it will result in an automatic "Motion for Enforcement" by the State Board against my Stipulation and Order. This "Motion for Enforcement" will result in a Hearing and will become public record.

JS (initial) I understand that it is my responsibility to remain in compliance with all aspects of my PRN contract. Determination of when I am in compliance with my contract will be made by PRN in the course of usual business. A substantial episode/incident of noncompliance will result in a case review by the PRN with determination on how to proceed (reevaluation, increased requirements, increased length of contract, etc.) made at that time.

JS (initial) I agree to pay PRN \$100/month and Idaho Medical Association (IMA) \$25/month, in addition to a \$10 one time set up fee, to cover a share of the cost of the program. I understand that the PRN fee will be automatically deducted from the account I authorize whereas the IMA amount will be billed to a credit or debit card designated by me quarterly. I also understand that PRN may change this charge from time to time, to reflect changing costs. I understand that I will receive at least two months advance notice of any such changes in charges. I also agree to pay the costs for any treatment, support group, or chemical monitoring (urine drug screens, etc.).

JS (initial) I recognize that chemical dependency/abuse is a family disease and will support my family's participation in Al-anon, ACOA, co-dependency treatment, or other appropriate family support groups or therapy.

JS (initial) I acknowledge, understand and agree that if I fail to meet the conditions of this contract, I will lose the advocacy of this PRN Committee. In case of relapse, I agree to abide by the PRN Committee's recommendation regarding modification of this contract or any other actions. Relapse or failure to meet the conditions of this contract, whether I am a volunteer of the PRN program or mandated to participate by the Board of Medicine, will be reported to the Board of Medicine. I also understand that PRN will update the Board of Medicine on what is being done about the relapse, and on my response to the relapse i.e. changes in monitoring and changes in treatment program. Any violation of a Stipulation and Order of the Board of Medicine, which pertains to alcohol and/or substance abuse, shall constitute a violation of this advocacy contract.

JS (initial) I agree to cooperate and be courteous at all times with my Committee monitor, the Committee or members thereof. I understand that it is my responsibility to arrange any meetings with my monitor and the Committee.

JS (initial) I hereby release and hold harmless my Committee monitor, the Committee and any of its agents, representatives, attorneys, members, employees or consultants from any claims, liability, damages or expenses of any kind or nature relating to or arising out of any decision, opinion, investigation, recommendation or any other action if such decision, opinion, investigation, recommendation or action was taken within the scope of their duties and functions and when such decision, opinion, investigation, recommendation or action was taken without malice and on a belief that such decision, opinion, investigation, recommendation or action was warranted by the facts that were then available.

JS (initial) The Board of Pharmacy maintains a data base that tracks prescriptions for controlled substances. As part of its monitoring program, the IMA PRN program is authorized to access this data base if authorization is given by the PRN program participant. The PRN will keep this information strictly confidential in accordance with this contract. I understand that PRN can access the Board of Pharmacy's Prescription Monitoring Database with my consent.

JS (initial) I am aware that the PRN discourages monitored participants from practicing together as members, employers, employees, partners, supervisors or supervisees within the same medical practice entity. For the purpose of this provision, the term "medical practice entity" shall not mean a hospital. Therefore, I agree to ascertain whether or not a PRN participant practices at a medical practice entity before I agree to join that medical practice entity. If there is a PRN participant at the medical practice entity, I agree to report this fact to the PRN and any other facts requested by the PRN and to abide by any additional reporting, monitoring, testing or other requirements the PRN Committee may require. I acknowledge that the PRN Committee may, after its review of my case, determine there is no way for me to join the practice and practice in a safe manner. If I decide to join the

practice against the advice of the PRN Committee, I recognize the PRN Committee is authorized to report my case to the Board of Medicine.


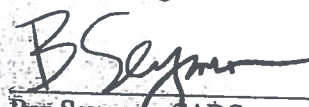
PRN Policy Regarding Attorney Involvement:

Voluntary PRN Participants

The physician has the right to legal counsel. If the physician chooses to have an attorney represent the physician in their relationship with the PRN, the PRN will provide general information to the attorney on the nature of the relationship and the information that legal representation makes continuance of the past relationship impossible for the PRN. If the physician decides to continue to have the attorney represent them in the relationship, the PRN will cease all advocacy and support activities, including the availability of the physician support group, and evaluate the situation for releasing information to the Board of Medicine. In individual situations the PRN may continue monitoring activities while the situation is being resolved. The PRN will provide information and materials when legally required to do so.

Participants Monitored by Board Request

For participant monitored by Board request the primary relationship of the PRN is with the Board, not the participant. The physician's primary relationship is also with the Board, not the PRN. The physician's attorney should contact the Board only. The PRN will refer all attorney inquiries to the Board. When requested by the Board, the PRN will provide the Board any relevant documents, which the Board can then provide the attorney.

	January 3, 2018
Participant Signature	Date
	1/8/2018
Ben Seymour, CADC Program Coordinator, PRN	Date

(208) 323-9555 PRN office
(208) 323-9222 facsimile
5530 W. Emerald St., Boise, ID 83706

Ben Seymour, CADC, PRN Coordinator
(208) 949-0363 cellular

Physician Recovery Network

CLIENT ADMONITION LIST

1. No self-prescribing any drug, legend or scheduled (controlled).
2. No prescribing of scheduled (controlled) drugs for relatives.
3. No prescribing any drugs for anyone without generating a patient record.
4. Avoid poppy seeds, chiefly in pastries.
5. Avoid non-beverage alcohol: for example, hand sanitizers, mouthwash, liquid medication with alcohol base, desserts, food cooked in alcohol, Primatene Mist, vanilla extract, etc.
6. Do NOT consume alcohol in any form, even for religious purposes.
7. Do NOT consume so-called "non-alcoholic" beer and/or wine.
8. Beware of iatrogenic relapse. Inform any prescribing practitioner (M.D., D.O., D.P.M., D.D.S., D.M.D., etc.) that you are chemically dependent and to check with PRN in advance, unless in an emergency, and then as soon thereafter as possible.
9. Keep any family member's medication(s) in a location distinctly separate from your medication(s) to avoid accidental contamination and/or ingestion.
10. Scrutinize all labels on any medications or other prescriptions you take before actually putting them in your mouth. Be sure to read all the labels in adequate light to ensure the correct identity of the medication and to ensure it does not contain addictive chemicals.
11. Remove all alcoholic beverages and other non-beverage alcohol (as above) from your home, office, boat, and vehicles (this includes wine collections).
12. The Board of Pharmacy recommends that if a patient wants to return a medication, that you and the patient destroy the medication together. Do not store or dispense the medication to another patient.
13. If your practice receives samples of a controlled substance, the Board of Pharmacy recommends that you: keep a log for dispensing any of these medications, and make a note in the patient's file.
14. Avoid the "PERCEPTION:" for example, sitting at a bar consuming soft drinks, exiting a liquor store carrying a package, drinking sparkling cider out of a champagne glass at a wedding, or being in attendance at a raucous party situation.
15. Avoid unexcused absences.
16. Avoid positive toxicology tests (MISSED TOXICOLOGY TEST = POSITIVE TOXICOLOGY TEST).
17. Avoid missing payment of program and toxicology testing fees.
18. In the event of an adverse situation, cover yourself with a toxicology test, preferably at our laboratory, but certainly at the nearest convenient facility and then notify the PRN.
19. Don't change malpractice carriers if possible.
20. AVOID AT ALL COSTS A FRAUDULENT APPLICATION! If questions regarding chemical dependency are worded ambiguously, or if there is any reasonable doubt about the intent of an inquiry, or if you are not absolutely certain of the proper and rigorously honest answer, consult with PRN before answering the question.
21. Don't "advertise" your addiction or your recovery.

I have read, fully comprehend, and agree to adhere to the above admonitions.
I acknowledge receipt of a copy of this document.

Signed _____

1/3/18
Date _____

Hospital, Emergency & Post-Acute Medicine
West Group, Las Vegas Market
5575 Simmons St. Unit 1, #563
North Las Vegas, NV 89031
Phone: (702) 304-2144
Fax: (702) 304-2147

To: Nevada State Board of Pharmacy

Re: Justin Sempsrott MD (hearing March 18th,2020)

I would like to take the time to recommend Dr. Sempsrott be granted a NV DEA and Controlled Substance license. I have known Dr. Sempsrott since 2010 when he was a resident in Las Vegas. He has worked with TeamHealth for the last 5 years. I have worked closely with him in Las Vegas as well as Caldwell Idaho. He has disclosed that he has a history of substance abuse. I was involved of getting him the help he needed in 2017. He attended a inpatient program and has been dedicated to his sobriety since 2017. He is required to take multiple drug tests per month and attends meetings regularly. I am proud to say he has turned his life around. I have been his work place monitor since 2017 and have seen no evidence of a lapse in his sobriety. He most recently was my Facility Medical Director at West Valley Medical Center in Caldwell Idaho. Dr. Sempsrott's hard work and dedication helped turn a once struggling program into one of the best in the division. Dr. Sempsrott is a very knowledgeable and skilled physician, and is liked by his colleagues and medical staff.

Please let me know how I can help.

Sincerely,



Scott A. Scherr MD FACEP
Regional Medical Director
TeamHealth West Group
702-289-9698



TEAMHealth.

Emergency Medicine, West Region
 505 South 336th St, Suite 350 • Federal Way, WA 98003
 Phone: 405.823.6559
 Fax: 253.838.6418

February 20, 2020

Nevada State Board of Pharmacy
 985 Damonte Ranch Parkway, Suite 206
 Reno, NV 89521

Dear Nevada State Board of Pharmacy:

I am pleased to provide a character reference letter to you on behalf of Dr. Justin Sempsrott. I became professionally acquainted with Dr. Sempsrott during the selection process for a Facility Medical Director position in my book of business during the summer of 2018. At that time, Dr. Sempsrott disclosed his recovery and participation in a physician monitoring program to me.

Dr. Sempsrott has been an exemplary emergency room physician leader for the duration of the time I have known him. Of the more than 500 physicians I work with, Dr. Sempsrott is notable for his dedication to providing excellent emergency care to patients as well as leading the physicians and advanced practice clinicians that work for him to also deliver excellent emergency care, as measured by industry-standard objective metrics.

As the Vice-President of Operations, I am the fortunate recipient of the letters of accolade submitted to our company, praising Dr. Sempsrott for his compassion, thoroughness, and remarkably high standard of patient care. These letters from patients and family members are some of the best examples of patient advocacy that I have ever seen. I have also frequently discussed his performance as a physician and leader with the executives at his facility, and the feedback has consistently been excellent.

I have found Dr. Sempsrott's character to always be of the highest integrity. He communicates honestly, carries himself with humility, and promotes collaboration among specialties and across different organizations. I would be pleased to discuss these points in further detail or answer any specific questions you may have regarding Dr. Sempsrott.

Sincerely,

Kent Endersby, MSN, RN, CEN, NRP
 Vice President of Operations, West Group

Letter of Reference for Justin Sempsrott, MD

Nolan Jaeger <njjaeger@sbrmc.org>

Mon 2/24/2020 9:10 AM

Pharmacy Board <pharmacy@pharmacy.nv.gov>;

Justin_Sempsrott@teamhealth.com <Justin_Sempsrott@teamhealth.com>;

Justin Sempsrott

Justin Sempsrott LOR.pdf;

Dear Nevada Board of Pharmacy,

Please find a recommendation letter attached for Justin Sempsrott, MD. This pertains to a scheduled appearance before the Board on Wednesday, March 18, 2020 at 1:30PM at the Hilton Garden Inn in Las Vegas, NV. Please don't hesitate to contact me for any additional information or clarification.

Sincerely,

Nolan Jaeger MD
Plastic and Reconstructive Surgeon
St Bernards Healthcare
Office (870) 336-3190
Cell (870) 919-8999
njjaeger@sbrmc.org



Confidentiality Disclaimer: Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message, and notify us immediately.

Nolan Jaeger, MD
St. Bernards Plastic Surgery
1150 East Matthews Ave, Suite 201
Jonesboro, AR 72401

February 24, 2020

Nevada State Board of Pharmacy
985 Damonte Ranch Parkway
Suite 206
Reno, NV 89521


Dear Nevada State Board of Pharmacy:

This letter is to serve as a character reference for Justin Sempsrott, MD. I have known Dr. Sempsrott since he was a trainee at the University of Nevada School of Medicine in 2007. Although I was a surgical resident at the time, I had the opportunity to work alongside Justin on many occasions in the emergency and trauma departments. After training, I maintained close personal and professional contact with Dr. Sempsrott through phone calls, emails, and in-person visits.

I have always known Dr. Sempsrott to be an honest, hard-working, and highly intelligent physician who prioritizes patient care above all else. I would never hesitate to allow Dr. Sempsrott to provide medical care for myself, my children, or any other member of my family. He is highly motivated, but is introspective and recognizes his limitations. Furthermore, when he provides assurance that he will act, he always follows through.

Without reservation, I would personally and professionally vouch for Dr. Sempsrott's character and abilities.

Sincerely,



Nolan Jaeger, MD
Plastic and Reconstructive Surgeon
St. Bernards Healthcare
(870) 336-3190
njjaeger@sbrmc.org



Physician Recovery Network

Idaho Medical Association

John Sonntag, MD
Chairman

Mark Broadhead, MD
Medical Consultant

Ben Seymour, CADC
Program Coordinator
ben@southworthassociates.net

Molly Steckel
Executive Director
molly@idmed.org

February 25, 2020

Nevada Board of Pharmacy
985 Damonte Ranch Pkwy Ste. 206
Reno, NV 89521
Via email: pharmacy@pharmacy.nv.gov

RE: Justin Sempstrott, MD

To Whom It May Concern,

I have the consent of Justin Sempstrott, M.D. to disclose that he is under contract with the Idaho Physician Recovery Network (PRN). Dr. Sempstrott signed his PRN contract on January 3, 2018 and he is currently compliant with his contract.

Dr. Sempstrott's contract includes, but is not limited to, the following: 1) regular attendance at 12-Step meetings each week, 2) weekly attendance at health professional's support group, 3) weekly meetings with a 12-Step sponsor, 4) random toxicology testing, and 5) obtain and meet regularly with a worksite monitor.

Should you have questions or comments regarding this information, please contact me at 208-323-9555 ext. 106.

Sincerely,

Tiffany East, BA | Senior Compliance Monitor
Physicians Recovery Network
Southworth Associates

Southworth Associates
5530 W Emerald
Boise, ID 83706
Toll Free: 1-800-386-1695
Local: 208-323-9555
Fax: 208-323-9222

Idaho Medical Association
PO Box 2668
Boise, ID 83701
Local: 208-344-7888
Fax: 208-344-7903

P.O. Box 13600
Scottsdale, AZ 85267

Nevada Professionals Assistance Program
NPAP

Phone: 866 460 9014
Fax: 480 990 3114

February 25, 2020

Nevada Board of Pharmacy
985 Damonte Ranch Pkwy Ste. 206
Reno, NV 89521
Via email: pharmacy@pharmacy.nv.gov

Re: Justin Sempsrott, M.D.
NV Medical License #: 14852

To Whom It May Concern:

I am writing this letter at the request of Dr. Justin Sempsrott, a participant in the Nevada Professionals Assistance Program (NPAP), to indicate the status of his NPAP contract. Dr. Sempsrott signed a standard 5-year Conditions for Participation (CFP) monitoring agreement on 3/24/2017 and is set to complete the program on 3/24/2022.

Dr. Sempsrott's primary monitoring agency is the Idaho Physician Recovery Network (PRN) with the NPAP acting as a secondary monitor. The PRN submits quarterly reports to the NPAP which indicate that Dr. Sempsrott has been in full compliance with his PRN contract. Thus, Dr. Sempsrott is in full compliance with his CFP monitoring agreement.

If you have any questions or would like to further discuss this case, please do not hesitate to contact me.

Sincerely,



Ben L. Seymour, CADC, CIP
Nevada Professionals Assistance Program

Letter of Compliance

Tiffany East <tiffany@southworthassociates.net>

Wed 2/26/2020 10:29 AM

Pharmacy Board <pharmacy@pharmacy.nv.gov>;

Attachment

2020_02_26_11_27_18.pdf.

Hello-

Dr. Sempsrott has requested that the NPAP share the attached information with you.

Please follow-up with me if you have any questions.

Sincerely,

Tiffany East, BA

Senior Compliance Monitor



Ph (208) 323.9555 or (800) 386.1695 ext. 106 F (208) 323.9222

tiffany@southworthassociates.net / www.southworthassociates.net

This communication from Southworth Associates may contain material protected by HIPAA legislation (42 CFR Part 2 and 45 CFR, Parts 160 & 164). This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering this email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please notify the sender by replying to this email and then delete the email from your computer.

****PLEASE NOTE: On 2/28/2020 Southworth Associates will be relocating to a new office. Our new address will be: 3501 W Elder St. Suite 201, Boise ID 83705. The office phone number – 208 323 9555 – will remain unchanged****



Andrew Schmidt, DO, MPH
 Department of Emergency Medicine
 University of Florida-Jacksonville
 655 W 8th St
 Jacksonville, FL 32209
 Andrew.schmidt@jax.ufl.edu
 904-401-2938

February 14, 2020

Nevada State Board of Pharmacy
 985 Damonte Ranch Pkwy, Suite 206
 Reno, NV 89521

Nevada State Board of Pharmacy:

It is my personal pleasure to write this letter in support of the character of Dr. Justin Sempsrott. As a brief background, Justin and I have known each since we were lifeguards in 2003; since this time we have worked closely on numerous domestic and international projects, co-founded an internationally recognized non-profit, co-authored numerous chapters and research articles, and have been mutually supportive on both professional and personal levels.

There is no doubt in my mind that without the guidance and motivation Justin has provided over the years, I would not be the physician I am today. His influence came at a very important time in my life when I was trying to determine own path, and I found his thirst for knowledge and willingness to be the one to show up when new opportunities arose to be infectious. Those attributes had a true effect on my outlook and were important pieces of the puzzle which completed my own path to medicine, and they are parts of his personality I continue to admire to this day. Just as his influence guided my path to medicine, it has also strongly guided my focus in research and education. In watching Justin carve out his passion for drowning prevention and education and experiencing the way he teaches others, I have seen first-hand how a focus driven by passion can affect not only the people and audiences receiving the information, but also the person who is communicating it. Additionally, his willingness to engage others in this passion, including myself, by sharing information and contacts within drowning community has had an important impact on the progression of knowledge and program development within this international community.

As a physician, Justin is easily one of the most naturally and practically intelligent individuals I have met. He is able to synthesize and apply knowledge in a more pragmatic manner than most; for this reason he is often one of the first physicians I think to contact outside of my department when there is a medical issue I can't seem to grasp or need better insight on. Beyond being a talented and effective physician and educator, Justin is an amazing father and husband. He always involves his family in his professional travels, and I am constantly impressed by the effort he puts forth, despite his busy career, to provide an engaging and inspiring environment for his son. I hope with all of this that I have impressed on you that I hold no doubt in my mind when it comes to the character of Dr. Justin Sempsrott. He is a person I can count on 24 hours a day for guidance, a physician I admire and would not hesitate to allow to treat me or a family member, and a father I take inspiration from when caring for my own children. Please do not hesitate to contact me directly with any further questions.

Sincerely,

Andrew Schmidt, DO, MPH
 Assistant Professor, Emergency Medicine, UF-Jax
 Deputy Medical Director, TraumaOne Flight Services





February 25, 2020

Nevada State Board of Pharmacy
985 Damonte Ranch Parkway
Suite 206
Reno, Nevada 89521

Re: Justin Sempsrott, MD

To whom it may concern,

I am writing as a character reference for Dr. Sempsrott. I have personally and professionally known Dr Sempsrott for 3 years and can say that he is of high character and is an outstanding physician in our community.

In addition I sit on the board of the Idaho Medical Association Physician Recovery Network. As a board member I have personally supervised Dr. Sempsrott's recovery in the program and his willingness to continue to grow in his sobriety. Presently I feel he has a strong recovery and has sound professional competence.

I do not see any reason he should be denied a controlled substance license in your state. If you have any further questions regarding Dr. Sempsrott please feel free to contact me.

Sincerely,



Ryan S. Owsley, MD, FAAD, FASDS
Comprehensive Dermatology of Idaho, PLLC
16111 N. Brinson St. Suite 100, Nampa, ID 83687
Phone (208) 467 - SKIN
Fax (208) 467 - 7500
www.dermidaho.com

16111 N. Brinson St. Ste 100, Nampa, ID 83687 | 211 Forest St., McCall, ID 83638
Phone: (208) 467-SKIN (7546)
Fax: (208) 467-7500
dermidaho.com

8C



CONTROLLED SUBSTANCE REGISTRATION APPLICATION

Nevada State Board of Pharmacy
985 Damonte Ranch Pkwy, Suite 206 - Reno, NV 89521

Registration Fee: \$80.00 (non-refundable money order or cashier's check only)
(This application cannot be used by PA's or APRN's)

First: EUGENE Middle: _____ Last: SHIN Degree: M.D.

SS#: _____ Date of Birth: _____

Practice Name (if any): SUNRISE CME Family Medicine Residency

Nevada Address: 9260 W. Sunset Rd. Suite #: 110

(This must be a practicing address, we will not issue a license to a home address or to a PO Box only)

City: LAS VEGAS State: NV Zip Code: 89148

E-mail: EUGENE.SHIN@HKAhealthcare.com Contact E-mail: LISA.RODRIGUEZ@HKAhealthcare.com

Work Telephone: 702-283-9027 Fax: 702-962-5534

Practitioner License Number: 19469 Specialty: Family Medicine

Sex: M or F

You must have a current Nevada license with your respective BOARD before we will process this application. The Nevada license must remain current to keep the controlled substance registration.

		Yes	No		
Been diagnosed or treated for any mental illness, including alcohol or substance abuse, or Physical condition that would impair your ability to perform the essential functions of your license?....		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
1.	Been charged, arrested or convicted of a felony or misdemeanor in <u>any</u> state?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2.	Been the subject of a board citation or an administrative action whether completed or pending in <u>any</u> state? ...	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
3.	Had your license subjected to any discipline for violation of pharmacy or drug laws in <u>any</u> state?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you marked YES to any of the numbered questions (1-3) above, include the following information & provide an explanation and documentation:					
Board Administrative Action:	State	Date:	Case #:		
		<u>11</u>			
Criminal Action:	State	Date:	Case #:	County	Court
	<u>CA</u>	<u>07/17/1998</u>	<u>VA046968</u>	<u>Los Angeles</u>	<u>Superior Court of California LA County</u>

It is a violation of Nevada law to falsify this application and sanctions will be imposed for misrepresentation. I hereby certify that I have read this application. I certify that all statements made are true and correct.

I understand that Nevada law requires a licensed physician who, in their professional or occupational capacity, comes to know or has reasonable cause to believe, a child has been abused/neglected, to report the abuse/neglect to an agency which provides child welfare services or to a local law enforcement agency.

Eugene Shin
Original Signature, no copies or stamps accepted.

12/20/19
Date

Board Use Only: Date Processed: _____ Amount: 80.00

Answer to question #1

To the Nevada State Board of Pharmacy,

More than 20 years ago, an individual threatened my family with physical harm. I had reason to believe he would carry out the threat imminently and an altercation ensued during which I used a stick, resulting in the fracture of the individual's arm. I was charged with assault with a deadly weapon resulting in great bodily injury and served 7 months in county jail with 5 years of probation. During the 7 months, I attended classes at a local community college and returned to custody after classes.

Following this, the Court reduced the original charge to a misdemeanor and set aside my conviction (I was therefore considered not to have been previously convicted). The District Attorney instructed me that going forward, the truthful answer to any questions regarding previous felony or misdemeanor convictions was "no."

I will always regret this incident and have always taken full responsibility for it. With much remorse, I developed a strong desire to contribute positively to society by helping others, and I've since dedicated my efforts to pursuing this profession which best allows me to fulfill that realization. And I hope that my path will serve as an example to my children that redemption is possible.

This information and all related documentation was submitted to the Nevada State Board of Medical Examiners in 2017 prior to the start of my residency training. If you have any questions please do not hesitate to contact me and I will be happy to assist. Thank you.

Sincerely,

Eugene Shin



12/20/19

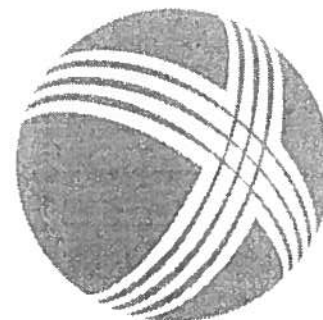
KIOSK-PCGeh3STatrEsw

ViewONE Pro document (92 pages)
05-05-2017 / 08:29AM

VA 046968

64

xerox





OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF



May 9, 2017

Mr. Eugene Shin
Ocean Avenue, Apartment
Torrance, California 90505

Dear Mr. Shin:

ARREST DATE: 1997

Using the information you provided, we conducted a thorough search and found no such records. Should you have any questions regarding this response, please contact the Public Services Unit Supervisor at (562) 345-4441.

Sincerely,

Guninder K. Singh, Director

A handwritten signature in cursive script, appearing to read "Guninder K. Singh".

Guninder K. Singh, Director
Records and Identification Bureau

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 07/16/04

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.
DEFENDANT 01: EUGENE SHIN

COUNT 01: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 07/16/04 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SES

CASE CALLED FOR 1203.4 PC DISMISSAL/NON-APPR

PARTIES: LARRY S. KNUPP (JUDGE) ANDY NELSON (CLERK)
KELLY ROBERTS (REP) PAUL MINNETIAN (DA)

DEFENDANT IS PRESENT IN COURT, AND NOT REPRESENTED BY COUNSEL

COURT ORDERS INFORMATION DEEMED AMENDED TO ALLEGE COUNT 01 AS A MISDEMEANOR
PURSUANT TO 17B5 OF THE PENAL CODE AND COUNT SHALL PROCEED AS A MISDEMEANOR.

NEXT SCHEDULED EVENT:
1203.4 PC DISMISSAL/NON-APPR

AS TO COUNT (01):

PROBATION IS ORDERED TERMINATED PURSUANT TO SECTION 1203.3 PENAL CODE. PLEA OF

GUILTY OR CONVICTION IS SET ASIDE. A PLEA OF NOT GUILTY IS ENTERED. CASE IS
DISMISSED PURSUANT TO SECTION 1203.4 PENAL CODE.

COUNT (01): IS DISMISSED: DISMISSED PURSUANT TO 1203.4 PC

DEFENDANT INDICATES THAT HE WISHES TO PROCEED WITHOUT HIS
COUNSEL BEING PRESENT.

PEOPLE'S MOTION TO VACATE THE SUSPENDED STATE PRISON SENTENCE AS
PREVIOUSLY IMPOSED IS GRANTED.

COURT FINDS THAT THE DEFENDANT DOES NOT HAVE THE PRESENT ABILITY
TO PAY THE COURT COSTS AND FILING FEE IS WAIVED.

DMV ABSTRACT NOT REQUIRED

NEXT SCHEDULED EVENT:
PROCEEDINGS TERMINATED

PAGE NO. 1

1203.4 PC DISMISSAL/NON-APPR
HEARING DATE: 07/16/04

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 06/14/04

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA

VS.

DEFENDANT 01: EUGENE SHIN

COUNT 01: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 06/14/04 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SES
CASE CALLED FOR 1203.4 PC DISMISSAL/NON-APPR

PARTIES: LARRY S. KNUPP (JUDGE) ANDY NELSON (CLERK)
 NONE (REP) NONE (DDA)

DEFENDANT IS NOT PRESENT IN COURT, AND NOT REPRESENTED BY COUNSEL

- PETITION AND WAIVER FORM NOW HAVING BEEN RECEIVED, MATTER IS
- SET FOR REVIEW ON 07-16-04.

COPY OF MINUTE ORDER SENT THIS DATE VIA U.S. MAIL TO:

EUGENE SHIN
41 CLUB VIEW LANE
ROLLING HILLS ESTATES, CALIF. 90274

.....NO LEGAL FILE.....

NEXT SCHEDULED EVENT:

UPON MOTION OF COURT
07/16/04 830 AM 1203.4 PC DISMISSAL/NON-APPR DIST L.A. SUPERIOR SOUTHEAST
DEPT SES

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 02/24/04

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.
DEFENDANT 01: EUGENE SHIN

COUNT 01: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR. .

ON 10/31/03 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SES

CASE CALLED FOR 1203.4 PC DISMISSAL/NON-APPR

PARTIES: LARRY S. KNUPP (JUDGE) ANDY NELSON (CLERK)
LINDA PERALTA (REP) RALPH PLUMMER (DDA)

DEFENDANT IS NOT PRESENT IN COURT, AND NOT REPRESENTED BY COUNSEL

NO PAPERWORK HAS BEEN RETURNED TO THE COURT AS REQUESTED, COURT
ORDERS MATTER OFF CALENDAR.

NEXT SCHEDULED EVENT:
PROCEEDINGS TERMINATED

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 10/01/03

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA

VS.

DEFENDANT 01: EUGENE SHIN

COUNT 01: 245(A)(1) PC FEL. - ASSAULT W DEADLY WEAPON/INSTR..

ON 10/01/03 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SES
CASE CALLED FOR MISCELLANEOUS

PARTIES: LARRY S. KNUPP (JUDGE) ANDY NELSON (CLERK)
 NONE (REP) NONE (DDA)

DEFENDANT IS NOT PRESENT IN COURT, AND NOT REPRESENTED BY COUNSEL

BASED UPON THE COURT OF APPEAL RULING, CHECK NUMBER 5858 IN THE
AMOUNT OF \$269.50 IS BEING RETURNED ALONG WITH YOUR PETITION.
AN APPLICATION FOR WAIVER OF COURT COSTS AND FEES IS ALSO
BEING SENT FOR YOUR CLIENT TO COMPLETE AND RETURN WITH ON DATE
BELOW.

MATTER IS PLACED ON CALENDAR FOR REVIEW OF FINANCIAL ABILITY TO
PAY ON 10-31-03 AT 8:30 A.M., AT WHICH TIME THE COURT MAY ALSO
RULE UPON OR CONTINUE MATTER FOR HEARING ON PETITION

COURT ORDERS AND FINDINGS:

-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE:

NEXT SCHEDULED EVENT:

10/31/03 830 AM 1203.4 PC DISMISSAL/NON-APPR DIST L.A. SUPERIOR SOUTHEAST
DEPT SES

PAGE NO. 1

MISCELLANEOUS
HEARING DATE: 10/01/03

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 10/31/03

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.
DEFENDANT 01: EUGENE SHIN

COUNT 01: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 10/31/03 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SES

CASE CALLED FOR 1203.4 PC DISMISSAL/NON-APPR

PARTIES: LARRY S. KNUPP (JUDGE) ANDY NELSON (CLERK)
LINDA PERALTA (REP) RALPH PLUMMER (DDA)

DEFENDANT IS NOT PRESENT IN COURT, AND NOT REPRESENTED BY COUNSEL

NO PAPERWORK HAS BEEN RETURNED TO THE COURT AS REQUESTED, COURT
ORDERS MATTER OFF CALENDAR.

NEXT SCHEDULED EVENT:
PROCEEDINGS TERMINATED

PAGE NO. 1

1203.4 PC DISMISSAL/NON-APPR
HEARING DATE: 10/31/03

MINUTE ORDER
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 10/01/03

 CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA

VS.

DEFENDANT 01: EUGENE SHIN

 COUNT 01: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 10/01/03 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SES

CASE CALLED FOR MISCELLANEOUS

PARTIES: LARRY S. KNUPP (JUDGE) ANDY NELSON (CLERK)
 NONE (REP) NONE (DDA)

DEFENDANT IS NOT PRESENT IN COURT, AND NOT REPRESENTED BY COUNSEL

BASED UPON THE COURT OF APPEAL RULING, CHECK NUMBER 5858 IN THE
 AMOUNT OF \$269.50 IS BEING RETURNED ALONG WITH YOUR PETITION.
 AN APPLICATION FOR WAIVER OF COURT COSTS AND FEES IS ALSO
 BEING SENT FOR YOUR CLIENT TO COMPLETE AND RETURN WITH ON DATE
 BELOW.

MATTER IS PLACED ON CALENDAR FOR REVIEW OF FINANCIAL ABILITY TO
 PAY ON 10-31-03 AT 8:30 A.M., AT WHICH TIME THE COURT MAY ALSO
 RULE UPON OR CONTINUE MATTER FOR HEARING ON PETITION

COURT ORDERS AND FINDINGS:

-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.

NEXT SCHEDULED EVENT:

10/31/03 830 AM 1203.4 PC DISMISSAL/NON-APPR DIST L.A. SUPERIOR SOUTHEAST
 DEPT SES

PAGE NO. 1

MISCELLANEOUS
 HEARING DATE: 10/01/03

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 07/30/99

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.
DEFENDANT 02: JASON JAEYOUNG PARK

COUNT 02: 245(A) (1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 07/30/99 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SET

CASE CALLED FOR PROGRESS REPORT

PARTIES: PATRICK COUWENBERG (JUDGE) CINDY TANG (CLERK)
NAOMI LEEPER (REP) SCOTT CARBAUGH (DA)

DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY ANTHONY KIM PRIVATE COUNSEL

PROBATION MODIFIED AS FOLLOWS:

AS TO COUNT (02):

COURT MODIFIES PROBATION TO SUMMARY PROBATION. ALL OTHER TERMS
AND CONDITIONS OF PROBATION TO REMAIN IN FULL FORCE AND EFFECT.

DMV ABSTRACT NOT REQUIRED

NEXT SCHEDULED EVENT:
PROBATION IN EFFECT

CUSTODY STATUS: ON PROBATION

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 04/23/99

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.
DEFENDANT 02: JASON JAEYOUNG PARK

COUNT 02: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 04/23/99 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SET

CASE CALLED FOR PROGRESS REPORT

PARTIES: PATRICK COUWENBERG (JUDGE) MICHELLE VERMILYE (CLERK)
NAOMI LEEPER (REP) JOSEPH A. MARKUS (DA)

DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY ANTHONY KIM PRIVATE COUNSEL
APPEARING BY MIGUEL INUMERABLE

THE COURT DOES NOT HAVE A PROGRESS REPORT FROM PROBATION.
HOWEVER, THE COURT IS IN RECEIPT OF LETTER FROM LIBERTY HOUSE
WEST, DEFENDANT'S DRUG TREATMENT FACILITY.

PROBATION TO CONTINUE ON SAME TERMS AND CONDITIONS.

THE COURT ORDERS PROBATION OFFICER TO PREPARE A PROGRESS REPORT
FOR 7-30-99.

COURT ORDERS AND FINDINGS:

-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.

NEXT SCHEDULED EVENT:
07/30/99 830 AM PROGRESS REPORT DIST L.A. SUPERIOR SOUTHEAST DEPT SET

CUSTODY STATUS: ON PROBATION

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 08/11/98

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA

VS.

DEFENDANT 01: EUGENE SHIN

COUNT 01: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 08/11/98 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SET

CASE CALLED FOR SURRENDER

PARTIES: PATRICK COUWENBERG (JUDGE) MICHELLE VERMILYE (CLERK)
NAOMI LEEPER (REP) JOSEPH A. MARKUS (DA)

DEFENDANT IS PRESENT IN COURT, AND NOT REPRESENTED BY COUNSEL

DEFENDANT SURRENDERS THIS DATE TO COMMENCE SERVING 365 DAYS
COUNTY JAIL TIME. DEFENDANT WAS ACCEPTED INTO THE WORK
FURLOUGH PROGRAM.

NEXT SCHEDULED EVENT:
PROBATION IN EFFECT/REMANDED

CUSTODY STATUS: ON PROBATION/REMANDED

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 07/17/98

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.
DEFENDANT 01: EUGENE SHIN

COUNT 01: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 07/17/98 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SET

CASE CALLED FOR CERTIFIED PLEA/SENTENCING

PARTIES: PATRICK COUWENBERG (JUDGE) MICHELLE VERMILYE (CLERK)
NAOMI LEEPER (REP) JAVIER PEREZ (DA)

DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY JAMES M. EPSTEIN PRIVATE COUNSEL

DEFENDANT WAIVES ARRAIGNMENT FOR JUDGMENT AND STATES THERE IS NO LEGAL CAUSE WHY SENTENCE SHOULD NOT BE PRONOUNCED. THE COURT ORDERED THE FOLLOWING JUDGMENT:

AS TO COUNT (01):

SERVE 5 YEARS IN ANY STATE PRISON

COURT SELECTS THE MID TERM OF 2 YEARS AS TO COUNT 01.

PLUS 3 YEARS PURSUANT TO SECTION 12022.7(A) P.C.

EXECUTION OF SENTENCE SUSPENDED

DEFENDANT PLACED ON FORMAL PROBATION

FOR A PERIOD OF 005 YEARS UNDER THE FOLLOWING TERMS AND CONDITIONS:

SERVE 365 DAYS IN LOS ANGELES COUNTY JAIL

LESS CREDIT FOR 1 DAYS

DEFENDANT TO SURRENDER DIRECTLY TO LOS ANGELES COUNTY JAIL FOR SERVICE OF JAIL TIME.

IN ADDITION:

-DEFENDANT SHALL MAKE RESTITUTION THROUGH THE PROBATION OFFICER

CASE NO. VA046968
DEF NO. 01

DATE PRINTED 07/17/98

IN SUCH AMOUNTS AND MANNER AS SUCH OFFICER SHALL PRESCRIBE.

-THE DEFENDANT IS TO PAY A RESTITUTION FINE PURSUANT TO SECTION 1202.4(B) PENAL CODE IN THE AMOUNT OF \$500.00.

-NOT DRINK ANY ALCOHOLIC BEVERAGE AND STAY OUT OF PLACES WHERE THEY ARE THE CHIEF ITEM OF SALE.

-NOT USE OR POSSESS ANY NARCOTICS, DANGEROUS OR RESTRICTED DRUGS OR ASSOCIATED PARAPHERNALIA, EXCEPT WITH VALID PRESCRIPTION, AND STAY AWAY FROM PLACES WHERE USERS, BUYERS OR SELLERS CONGREGATE, EXCEPT IN AN AUTHORIZED DRUG COUNSELING PROGRAM.

-NOT ASSOCIATE WITH PERSONS KNOWN BY YOU TO BE NARCOTIC OR DRUG USERS OR SELLERS.

-SUBMIT TO PERIODIC ANTI-NARCOTIC TESTS AS DIRECTED BY THE PROBATION OFFICER.

-NOT ASSOCIATE WITH VICTIM CARL CHOI.

-SEEK AND MAINTAIN TRAINING, SCHOOLING OR EMPLOYMENT AS APPROVED BY THE PROBATION OFFICER.

-MAINTAIN RESIDENCE AS APPROVED BY THE PROBATION OFFICER.

-NOT DRIVE A MOTOR VEHICLE UNLESS LAWFULLY LICENSED AND INSURED.

-NOT OWN, USE OR POSSESS ANY DANGEROUS OR DEADLY WEAPONS, INCLUDING ANY FIREARMS, KNIVES OR OTHER CONCEALABLE WEAPONS.

-SUBMIT PERSON AND PROPERTY TO SEARCH OR SEIZURE AT ANY TIME OF THE DAY OR NIGHT BY ANY LAW ENFORCEMENT OFFICER OR BY PROBATION OFFICER WITH OR WITHOUT A WARRANT.

-OBEY ALL LAWS AND ORDERS OF THE COURT.

-OBEY ALL RULES AND REGULATIONS OF THE PROBATION DEPARTMENT.

-USE ONLY TRUE NAME WITH GOVERNMENT AND POLICE OFFICIALS, WHICH IS EUGENE SHIN.

COURT ORDERS AND FINDINGS:

-DEFENDANT TO REPORT TO THE PROBATION OFFICER FORTHWITH.

-IF THE DEFENDANT LEAVES THE COUNTRY VOLUNTARILY OR IS DEPORTED, THE DEFENDANT SHALL NOT RETURN UNLESS LEGALLY ENTITLED TO DO SO

-DEFENDANT ACKNOWLEDGES TO THE COURT THAT THE DEFENDANT UNDERSTANDS AND ACCEPTS ALL THE PROBATION CONDITIONS, AND DEFENDANT AGREES TO ABIDE BY SAME.

CASE NO. VA046968
DEF NO. 01

DATE PRINTED 07/17/98

-THE COURT ORDERS THE DEFENDANT TO APPEAR ON THE NEXT COURT DATE.

DEFENDANT HAS ALREADY BEEN ACCEPTED FOR SCHOOL FURLOUGH.

DEFENDANT TO SURRENDER ON 8-11-98.

COUNT (01): DISPOSITION: CONVICTED

DMV ABSTRACT NOT REQUIRED

NEXT SCHEDULED EVENT:

08/11/98 830 AM SURRENDER DIST L.A. SUPERIOR SOUTHEAST DEPT SET

CUSTODY STATUS: BAIL EXONERATED

CUSTODY STATUS: ON PROBATION

MINUTE ORDER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE PRINTED: 07/17/98

CASE NO. VA046968

THE PEOPLE OF THE STATE OF CALIFORNIA

VS.

DEFENDANT 02: JASON JAEYOUNG PARK

COUNT 02: 245(A)(1) PC FEL - ASSAULT W DEADLY WEAPON/INSTR..

ON 07/17/98 AT 830 AM IN L.A. SUPERIOR SOUTHEAST DEPT SET

CASE CALLED FOR CERTIFIED PLEA/SENTENCING

PARTIES: PATRICK COUWENBERG (JUDGE) MICHELLE VERMILYE (CLERK)
NAOMI LEEPER (REP) JAVIER PEREZ (DA)

DEFENDANT IS PRESENT IN COURT, AND REPRESENTED BY ANTHONY KIM PRIVATE COUNSEL

DEFENDANT WAIVES ARRAIGNMENT FOR JUDGMENT AND STATES THERE IS NO LEGAL CAUSE WHY SENTENCE SHOULD NOT BE PRONOUNCED. THE COURT ORDERED THE FOLLOWING JUDGMENT:

AS TO COUNT (02):

SERVE 5 YEARS IN ANY STATE PRISON

COURT SELECTS THE LOW TERM OF 2 YEARS AS TO COUNT 02.

PLUS 3 YEARS PURSUANT TO SECTION 12022.7(A) P.C.

EXECUTION OF SENTENCE SUSPENDED

DEFENDANT PLACED ON FORMAL PROBATION

FOR A PERIOD OF 005 YEARS UNDER THE FOLLOWING TERMS AND CONDITIONS:

IN ADDITION:

-DEFENDANT SHALL MAKE RESTITUTION THROUGH THE PROBATION OFFICER IN SUCH AMOUNTS AND MANNER AS SUCH OFFICER SHALL PRESCRIBE.

-THE DEFENDANT IS TO PAY A RESTITUTION FINE PURSUANT TO SECTION 1202.4(B) PENAL CODE IN THE AMOUNT OF \$500.00.

-NOT DRINK ANY ALCOHOLIC BEVERAGE AND STAY OUT OF PLACES WHERE THEY ARE THE CHIEF ITEM OF SALE.

-NOT USE OR POSSESS ANY NARCOTICS, DANGEROUS OR RESTRICTED DRUGS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
LOS ANGELES SUPERIOR COURT

RETURN DATE: (NONE.)

JUL 28 1998

JOHN A. CLARKE, CLERK
Billy Fletcher
BY B. FLETCHER, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. SE-T HON. PATRICK COUWENBERG, JUDGE

THE PEOPLE OF THE STATE OF CALIFORNIA,)
PLAINTIFF,) SUPERIOR COURT
VS.) NO. VA046968
EUGENE SHIN AND)
JASON PARK,) PROBATION
DEFENDANTS.)

LOS ANGELES, CALIFORNIA; FRIDAY, JULY 17, 1998

9:07 A.M.

UPON THE ABOVE DATE, THE DEFENDANT SHIN BEING
PRESENT AND REPRESENTED BY COUNSEL JAMES EPSTEIN,
ATTORNEY AT LAW; THE DEFENDANT PARK BEING PRESENT
AND REPRESENTED BY COUNSEL TONY KIM, ATTORNEY AT
LAW; THE PEOPLE BEING REPRESENTED BY,
JAVIER PEREZ, DEPUTY DISTRICT ATTORNEY;
THE FOLLOWING PROCEEDINGS WERE HELD:
(NAOMI LEEPER, CSR #8728, OFFICIAL REPORTER.)

1 THE COURT: NO. 7, IN THE MATTER OF EUGENE SHIN
2 VA046968. THE DEFENDANT IS PRESENT REPRESENTED BY
3 MR. EPSTEIN. PEOPLE ARE REPRESENTED BY MR. PEREZ.

4 MR. PEREZ: WE'RE ALSO READY ON MR. PARK, YOUR
5 HONOR.

6 MR. EPSTEIN: THE CO-DEFENDANT.

7 THE COURT: JASON PARK IS ALSO PRESENT REPRESENTED
8 BY MR. KIM.

9 MR. KIM: YES, YOUR HONOR.

10 THE COURT: FOR THE RECORD, I'VE READ AND CONSIDERED
11 THE PROBATION OFFICER'S REPORT FOR EUGENE SHIN CONSISTING
12 OF 13 PAGES. THERE'S A LETTER ATTACHED TO THAT.

13 IS THAT FROM MR. SHIN?

14 MR. KIM: THE LETTER IS FOR MR. PARK.

15 THE COURT: MR. PARK. THERE ARE TWO LETTERS, ONE
16 FROM PROMISES --

17 MR. KIM: THAT'S FOR MR. PARK.

18 THE COURT: THEN THERE'S ANOTHER ONE.

19 MR. EPSTEIN: I DIDN'T SEE THAT LETTER. IT'S NOT IN
20 MY COPY OF THE PROBATION REPORT.

21 THE COURT: IT LOOKS LIKE IT WAS WRITTEN BY ONE OF
22 THE DEFENDANT.

23 DEFENDANT SHIN: IT WAS WRITTEN BY ME, YOUR HONOR,
24 BY MYSELF.

25 MR. EPSTEIN: DID THE COURT GET THE DOCUMENT FROM
26 THE PROBATION DEPARTMENT?

27 THE COURT: I DID. I'VE ALSO READ AND CONSIDERED
28 THE PROBATION OFFICER'S REPORT WITH RESPECT TO MR. PARK

1 CONSISTING OF 13 PAGES AS WELL AS LETTERS ATTACHED TO THE
2 REPORT.

3 THE COURT: MR. EPSTEIN, WAIVE FORMAL ARRAIGNMENT
4 FOR JUDGMENT AND SENTENCING AT THIS TIME?

5 MR. EPSTEIN: YES, YOUR HONOR.

6 THE COURT: ANY LEGAL CAUSE WHY SENTENCE SHOULD NOT
7 NOW BE IMPOSED?

8 MR. EPSTEIN: NO, YOUR HONOR.

9 THE COURT: YOU WISH TO BE HEARD WITH RESPECT TO THE
10 TIME?

11 MR. EPSTEIN: JUST BRIEFLY. MR. SHIN RESUMES
12 CLASSES ON AUGUST 18TH. NORMALLY, IT TAKES AROUND FIVE
13 DAYS TO A WEEK FOR THE SHERIFF TO PROCESS THE WORK
14 FURLOUGH PERSONS BEFORE THEY'RE RELEASED FOR THE SCHOOL,
15 SO I WOULD ASK THAT MR. SHIN BE ALLOWED TO SURRENDER TO
16 THE COURT APPROXIMATELY ONE WEEK BEFORE AUGUST 18TH SO
17 THAT HE'LL BE IN CUSTODY FOR APPROXIMATELY ONE WEEK BEFORE
18 HE'LL BE PROCESSED AND RELEASED TO GO TO CLASSES.

19 THE COURT: MR. EPSTEIN, IN LOOKING AT THE PLEA
20 FORM, IT INDICATES WITH RESPECT TO YOUR CLIENT, MR. PARK,
21 ONE YEAR COUNTY JAIL, WHICH MAY BE PERFORMED AT A
22 RESIDENTIAL DRUG PROGRAM. IS THAT HIS DESIRE?

23 MR. KIM: THAT'S --

24 MR. EPSTEIN: THAT'S THE CO-DEFENDANT, YOUR HONOR.

25 THE COURT: I'M SORRY.

26 MR. EPSTEIN: YOUR HONOR, MY CLIENT, IF YOU LOOK AT
27 PAGE 5 OF THE SENTENCING TRANSCRIPT, THE UNDERSTANDING
28 WITH MY CLIENT WOULD BE THAT IF PROBATION AGREED, WHICH

1 PROBATION DID, THE PEOPLE WOULD NOT OBJECT TO A SCHOOL
2 FURLOUGH PROGRAM. THAT WAS THE UNDERSTANDING OF THE PLEA
3 BARGAIN.

4 THE COURT: THAT'S WHAT YOU WANT TO DO?

5 MR. EPSTEIN: YES, YOUR HONOR.

6 THE COURT: WITH RESPECT TO MR. SHIN, PURSUANT TO
7 CASE SETTLEMENT, THE COURT WILL IMPOSE THE LOW TERM OF TWO
8 YEARS, DEFENDANT HAVING ENTERED A GUILTY PLEA TO COUNT 1,
9 A VIOLATION OF PENAL CODE SECTION 245(A)(1). DEFENDANT
10 ALSO HAVING ADMITTED THE ENHANCEMENT ALLEGATION WITHIN THE
11 MEANING OF PENAL CODE SECTION 12022.7 SUBSECTION (A), THE
12 COURT WILL IMPOSE THREE YEARS FOR A TOTAL OF FIVE YEARS IN
13 STATE PRISON. THAT STATE PRISON SENTENCE WILL BE
14 SUSPENDED. DEFENDANT IS PLACED ON FIVE YEARS FORMAL
15 PROBATION.

16 MR. PEREZ, IS IT FIVE OR THREE YEARS?

17 MR. PEREZ: IT'S -- FIVE YEARS IS MY UNDERSTANDING.

18 THE COURT: FIVE YEARS FORMAL PROBATION UNDER THE
19 FOLLOWING TERMS AND CONDITIONS:

20 HE'S TO SPEND THE FIRST 365 DAYS IN THE
21 LOS ANGELES COUNTY JAIL. HOWEVER, THE COURT WILL ALLOW
22 HIM TO APPLY FOR WORK FURLOUGH.

23 MR. EPSTEIN: IT'S ACTUALLY SCHOOL FURLOUGH, YOUR
24 HONOR.

25 THE COURT: SCHOOL FURLOUGH.

26 MR. EPSTEIN: HE'S ALREADY APPLIED AND BEEN
27 ACCEPTED.

28 THE COURT: ALL RIGHT. NOW, WITH RESPECT TO THE

1 VICTIM IN THIS CASE, ARE THE PEOPLE ASKING FOR
2 RESTITUTION?

3 MR. PEREZ: YES, YOUR HONOR.

4 THE COURT: MR. SHIN, THE COURT WILL ORDER YOU TO
5 PAY RESTITUTION TO THE VICTIMS PURSUANT TO 1202.4 OF THE
6 PENAL CODE IN AN AMOUNT AS TO BE DETERMINED BY THE
7 PROBATION OFFICER.

8 IF YOU DISAGREE WITH WHATEVER AMOUNT THE
9 PROBATION OFFICER COMES UP WITH, CONTACT YOUR ATTORNEY AND
10 WE CAN HAVE A HEARING WITH RESPECT TO THE RESTITUTION.

11 ALSO YOU ARE TO PAY A \$500 RESTITUTION FINE
12 PURSUANT TO 1202.4 OF THE PENAL CODE IN A MANNER AS
13 INSTRUCTED BY THE PROBATION OFFICER.

14 YOU ARE NOT TO DRINK OR POSSESS ANY ALCOHOLIC
15 BEVERAGES AND STAY OUT OF PLACES WHERE THEY ARE THE CHIEF
16 ITEM OF SALE.

17 YOU ARE NOT TO USE OR POSSESS ANY NARCOTICS,
18 DANGEROUS OR RESTRICTED DRUGS OR ASSOCIATED PARAPHERNALIA
19 EXCEPT WITH VALID PRESCRIPTION AND STAY AWAY FROM PLACES
20 WHERE USERS, BUYERS OR SELLERS CONGREGATE.

21 YOU ARE NOT TO ASSOCIATE WITH PERSONS KNOWN
22 BY YOU TO BE NARCOTIC OR DRUG USERS OR SELLERS.

23 MR. EPSTEIN, DO YOU WISH TO BE HEARD WITH
24 RESPECT TO THE PROBATION OFFICER'S REQUEST FOR DRUG
25 TESTING?

26 MR. EPSTEIN: NO.

27 THE COURT: ALL RIGHT. YOU ARE TO SUBMIT TO
28 PERIODIC ANTINARCOTIC TESTS AS DIRECTED BY THE PROBATION

1 OFFICER.

2 YOU ARE NOT TO ASSOCIATE WITH AND STAY AWAY
3 FROM THE VICTIM IN THIS CASE, CARL CHOI.

4 YOU ARE TO SEEK AND MAINTAIN TRAINING,
5 SCHOOLING OR EMPLOYMENT AS APPROVED BY THE PROBATION
6 OFFICER.

7 YOU ARE TO KEEP THE PROBATION OFFICER ADVISED
8 OF YOUR CURRENT RESIDENCE AT ALL TIMES.

9 YOU ARE NOT TO DRIVE A MOTOR VEHICLE UNLESS
10 LAWFULLY LICENSED AND INSURED.

11 YOU ARE NOT TO USE, OWN OR POSSESS ANY
12 DANGEROUS OR DEADLY WEAPONS.

13 ALSO YOU ARE TO SUBMIT YOUR PERSON AND
14 PROPERTY UNDER YOUR CONTROL TO SEARCH OR SEIZURE, AT ANY
15 TIME OF THE DAY OR NIGHT, BY ANY PROBATION OFFICER OR
16 OTHER PEACE OFFICER, WITH OR WITHOUT A WARRANT OR PROBABLE
17 CAUSE.

18 YOU ARE TO OBEY ALL LAWS, OBEY ALL ORDERS,
19 RULES AND REGULATIONS OF THE PROBATION DEPARTMENT AND OF
20 THIS COURT.

21 IS YOUR TRUE NAME EUGENE SHIN?

22 DEFENDANT SHIN: YES.

23 THE COURT: USE ONLY YOUR TRUE NAME AS I STATED IT
24 ON THE RECORD.

25 REPORT TO THE HARBOR AREA OFFICE OF THE
26 PROBATION DEPARTMENT. DO WE HAVE THAT ADDRESS?

27 WHERE DO YOU LIVE?

28 DEFENDANT SHIN: ROLLING HILLS.

1 THE COURT: IT WILL PROBABLY BE HARBOR. AND I WOULD
2 DO THAT TODAY.

3 IF YOU LEAVE THE COUNTRY DO NOT RE-ENTER THE
4 UNITED STATES ILLEGALLY. IF YOU DO RETURN, REPORT TO THE
5 PROBATION OFFICER WITHIN 48 HOURS UPON YOUR RETURN AND
6 PRESENT DOCUMENTATION WHICH PROVES YOU ARE IN THE UNITED
7 STATES LEGALLY.

8 MR. SHIN, DO YOU UNDERSTAND AND ACCEPT THE
9 TERMS AND CONDITIONS OF PROBATION?

10 DEFENDANT SHIN: YES, YOUR HONOR.

11 THE COURT: ALL RIGHT. THAT WILL BE THE ORDER.

12 MR. EPSTEIN: I THINK WE NEED A SURRENDER DATE, YOUR
13 HONOR.

14 THE COURT: WHAT DATE WOULD YOU LIKE?

15 MR. EPSTEIN: ACTUALLY, CLASSES BEGIN AUGUST 18TH.
16 IT'S USUALLY ABOUT FIVE DAYS IT TAKES TO PROCESS, SO MAYBE
17 TO BE SAFE I'D SET IT A WEEK BEFORE, PERHAPS AUGUST 11TH.

18 THE COURT: AUGUST 11? THAT'S FINE. ALL RIGHT.
19 AUGUST 11.

20 MR. EPSTEIN: SURRENDER THIS COURT?

21 THE COURT: THIS COURT. SEE YOU BACK ON AUGUST 11.

22 MR. EPSTEIN: THANK YOU. NICE TO SEE YOU.

23 THE COURT: THANK YOU. SAME HERE.

24 WITH RESPECT TO MR. PARK, COUNSEL, WAIVE
25 FORMAL ARRAIGNMENT FOR JUDGMENT AND SENTENCING AT THIS
26 TIME?

27 MR. KIM: YES, YOUR HONOR. NO LEGAL CAUSE.

28 THE COURT: ANY LEGAL CAUSE WHY SENTENCE SHOULD NOT

1 NOW BE IMPOSED?

2 MR. KIM: NO.

3 THE COURT: LIKewise, MR. PARK, HAVING ENTERED A
4 GUILTY PLEA TO COUNT 1, A VIOLATION OF PENAL CODE SECTION
5 245(A) SUBSECTION (1), THE COURT WILL IMPOSE THE LOW TERM
6 OF TWO YEARS. THE DEFENDANT ALSO HAVING ADMITTED THE
7 SPECIAL ENHANCEMENT ALLEGATION WITHIN THE MEANING OF PENAL
8 CODE SECTION 12022.7 SUBSECTION (A), THE COURT WILL IMPOSE
9 THREE YEARS CONSECUTIVELY FOR A TOTAL OF FIVE YEARS. THAT
10 STATE PRISON SENTENCE WILL BE SUSPENDED. THE DEFENDANT IS
11 PLACED ON FIVE YEARS FORMAL PROBATION UNDER THE FOLLOWING
12 TERMS AND CONDITIONS:

13 HE'S TO SPEND THE FIRST 365 DAYS IN THE
14 LOS ANGELES COUNTY JAIL. HOWEVER, PURSUANT TO CASE
15 SETTLEMENT, THAT TIME MAY BE SPENT IN A RESIDENTIAL DRUG
16 REHABILITATION PROGRAM.

17 DOES HE HAVE A PROGRAM IN MIND?

18 MR. KIM: HE HAS, YOUR HONOR. AND I COULD STATE FOR
19 THE RECORD THAT IT IS A RESIDENTIAL, NOT AN OUTPATIENT,
20 PROGRAM. IT'S A PROMISES PROGRAM. HE HAS BEEN ALREADY
21 ENROLLED, AND HE HAS BEEN CONTINUING THE PROGRAM. SO IT'S
22 A ONE-YEAR PROGRAM.

23 MR. PEREZ: AND THERE IS A REPRESENTATIVE FROM THE
24 PROGRAM HERE, YOUR HONOR.

25 THE COURT: OKAY. WHO IS THAT? STATE YOUR NAME FOR
26 THE RECORD.

27 THE DEFENDANT: CHESTER WILLIAMS, SIR.

28 THE COURT: HE'S GOING TO BE RELEASED TO YOU THEN

1 TODAY?

2 THE DEFENDANT: YES.

3 THE COURT: WE'LL SET A PROGRESS REPORT A YEAR FROM
4 NOW, JULY 16. WE'LL SET A PROGRESS REPORT FOR JULY 16 IN
5 THIS CASE.

6 ALSO, LIKEWISE, MR. PARK, I'M GOING TO ORDER
7 THAT YOU PAY RESTITUTION TO THE VICTIMS PURSUANT TO 1202.4
8 OF THE PENAL CODE IN AN AMOUNT TO BE DETERMINED BY THE
9 PROBATION OFFICER.

10 YOU ARE ALSO TO PAY A \$500 RESTITUTION FINE
11 PURSUANT TO 1202.4 OF THE PENAL CODE IN A MANNER AS
12 INSTRUCTED BY THE PROBATION OFFICER.

13 YOU ARE NOT TO DRINK OR POSSESS ANY ALCOHOLIC
14 BEVERAGES AND STAY OUT OF PLACES WHERE THEY ARE THE CHIEF
15 ITEM OF SALE.

16 YOU ARE NOT TO USE OR POSSESS ANY NARCOTICS,
17 DANGEROUS OR RESTRICTED DRUGS OR ASSOCIATED PARAPHERNALIA
18 EXCEPT WITH VALID PRESCRIPTION AND STAY AWAY FROM PLACES
19 WHERE USERS, BUYERS OR SELLERS CONGREGATE.

20 YOU ARE NOT TO ASSOCIATE WITH PERSONS KNOWN
21 BY YOU TO BE NARCOTIC OR DRUG USERS OR SELLERS.

22 YOU ARE TO SUBMIT TO PERIODIC ANTINARCOTIC
23 TESTS AS DIRECTED BY THE PROBATION OFFICER.

24 YOU ARE NOT TO ASSOCIATE WITH THE VICTIM AND
25 STAY AWAY FROM CARL CHOI.

26 YOU ARE TO COOPERATE WITH THE PROBATION
27 OFFICER IN A PLAN FOR DRUG COUNSELING.

28 YOU ARE TO SEEK AND MAINTAIN TRAINING,

1 SCHOOLING OR EMPLOYMENT AS APPROVED BY THE PROBATION
2 OFFICER.

3 YOU ARE TO KEEP THE PROBATION OFFICER ADVISED
4 OF YOUR CURRENT RESIDENCE AT ALL TIMES.

5 YOU ARE NOT TO DRIVE A MOTOR VEHICLE UNLESS
6 LAWFULLY LICENSED AND INSURED.

7 YOU ARE NOT TO OWN, USE OR POSSESS ANY
8 DANGEROUS OR DEADLY WEAPONS.

9 YOU ARE ALSO TO SUBMIT YOUR PERSON AND
10 PROPERTY UNDER YOUR CONTROL TO SEARCH OR SEIZURE, AT ANY
11 TIME OF THE DAY OR NIGHT, BY ANY PROBATION OFFICER OR
12 OTHER PEACE OFFICER, WITH OR WITHOUT A WARRANT OR PROBABLE
13 CAUSE.

14 YOU ARE TO OBEY ALL LAWS, OBEY ALL ORDERS,
15 RULES AND REGULATIONS OF THE PROBATION DEPARTMENT AND OF
16 THIS COURT.

17 IS YOUR TRUE NAME JASON PARK?

18 DEFENDANT PARK: YES, SIR.

19 THE COURT: USE ONLY YOUR TRUE NAME AS I STATED IT
20 ON THE RECORD.

21 REPORT TO THE HARBOR AREA OFFICE OF THE
22 PROBATION DEPARTMENT. AND AGAIN, I WOULD DO THAT TODAY.

23 IF YOU LEAVE THE COUNTRY, DO NOT RE-ENTER THE
24 UNITED STATES ILLEGALLY. IF YOU DO RETURN, REPORT TO THE
25 PROBATION OFFICER WITHIN 48 HOURS UPON YOUR RETURN AND
26 PRESENT DOCUMENTATION WHICH PROVES YOU ARE IN THE UNITED
27 STATES LEGALLY.

28 MR. PARK, DO YOU UNDERSTAND AND ACCEPT THE

1 TERMS AND CONDITIONS OF PROBATION?

2 DEFENDANT PARK: YES, YOUR HONOR.

3 THE COURT: ALL RIGHT. THAT WILL BE THE ORDER.

4 MR. KIM: YOUR HONOR, JUST FOR THE RECORD, MAY HE BE
5 GIVEN CREDIT FOR THE TIME THAT HE WAS ALREADY IN FOR THE
6 PROGRAM?

7 THE COURT: HOW MUCH TIME DOES HE HAVE?

8 MR. KIM: HE'S BEEN IN THE PROGRAM SINCE APRIL 23RD,
9 YOUR HONOR.

10 THE COURT: APRIL 23RD?

11 MR. KIM: YES.

12 THE COURT: OKAY. MAYBE WHAT WE SHOULD DO IS HAVE
13 AN EARLIER DATE FOR PROGRESS REPORT. LET'S HAVE A
14 PROGRESS REPORT IN APRIL, APRIL 23RD FOR PROGRESS REPORT.

15 MR. KIM: THANK YOU, YOUR HONOR.

16 THE COURT: ALL RIGHT. YOU'RE WELCOME.

17 MR. PEREZ: AND THE LETTER SUBMITTED BY DEFENSE
18 COUNSEL SAYS HE'S GOING TO BE IN THERE OUTPATIENT FOR A
19 YEAR. IT'S CLEAR THAT IT'S A RESIDENTIAL PROGRAM,
20 CORRECT, YOUR HONOR?

21 THE COURT: RIGHT.

22 MR. KIM: ONCE AGAIN, I COULD STATE FOR THE RECORD
23 THAT HE IS STAYING THERE, AND IT IS A RESIDENTIAL
24 PROGRAM. HE'S NOT FREE TO BE ALLOWED TO LEAVE AT ANY
25 TIME.

26 THE COURT: ALL RIGHT.

27 MR. KIM: THANK YOU.

28 (PROCEEDINGS CONCLUDED.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. SE-T HON. PATRICK COUWENBERG, JUDGE

THE PEOPLE OF THE STATE OF CALIFORNIA,)

PLAINTIFF,)

VS.)

EUGENE SHIN AND
JASON PARK,)

DEFENDANT.)

SUPERIOR COURT

NO. VA046968

REPORTER'S
CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

I, NAOMI LEEPER, CSR NO. 8728, OFFICIAL REPORTER OF
THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE
COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE
FOREGOING PAGES COMPRISE A FULL, TRUE AND CORRECT
TRANSCRIPT OF THE TESTIMONY AND PROCEEDINGS HELD IN THE
ABOVE-ENTITLED MATTER.

DATED THIS 24th DAY OF JULY, 1998.

Naomi Leeper

NAOMI LEEPER, OFFICIAL REPORTER, CSR #8728

MUNICIPAL COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		<i>Reserved for Clerk's File Stamp</i>
JUDICIAL DISTRICT: <i>Downey</i>	FILED LOS ANGELES SUPERIOR COURT	
PLAINTIFF: PEOPLE OF THE STATE OF CALIFORNIA	JUN 25 1998	
DEFENDANT: <i>Eugene Shin</i>	JOHN A. FLAHERTY, CLERK <i>Billy Fletcher</i> BY B. FLETCHER, DEPUTY	
CERTIFICATE AND ORDER OF MAGISTRATE (Felony Guilty Plea, Commitment, and Probation Referral)		CASE NUMBER: <i>VA 046968 - 011</i>

DEFENDANT'S NAME (Last, first, middle) <i>Shin, Eugene</i>	BOOKING NUMBER	BIRTH DATE <i>7-10-77</i>
PRESENT ADDRESS (Street address, city, state, and ZIP code)		

DEFENDANT'S COUNSEL (Name) <i>James Epstein</i>	<input type="checkbox"/> Deputy Public Defender	<input type="checkbox"/> Alternate Defense Counsel
DEFENDANT'S COUNSEL'S TELEPHONE NUMBER	<input type="checkbox"/> Deputy Alternate Public Defender	<input type="checkbox"/> Bar Panel
DEPUTY DISTRICT ATTORNEY (Name) <i>Mark Goldman ODA</i>	<input type="checkbox"/> P.C. §987.2 Appointed Counsel	<input checked="" type="checkbox"/> Private Counsel
DATE COMPLAINT FILED <i>2-23-98</i>	DATE OF PLEA <i>6-18-98</i>	FOREIGN LANGUAGE (If foreign language interpreter required, specify language)
DEFENDANT'S CUSTODIAL STATUS		
<input type="checkbox"/> CASH BAIL	<input checked="" type="checkbox"/> SURETY BOND	<input type="checkbox"/> O.R.
<input type="checkbox"/> IN CUSTODY	<input type="checkbox"/> PROPERTY BOND	
BAIL \$	IF AMOUNT IS \$10,000 OR MORE, WRITE OUT AMOUNT IN WORDS	
<input type="checkbox"/> NO BAIL	DOLLARS	

I certify this case to the Superior Court, as follows:

On the date shown above, while the charge(s) remained pending in this court, and while the defendant's counsel was still present in court, the defendant:

pleaded guilty to the charge(s) set forth below.

with the consent of the magistrate and pursuant to Penal Code section 1016, pleaded nolo contendere to the charge(s) set forth below.

with the consent of the magistrate and the deputy district attorney, and pursuant to Penal Code section 1192.2, pleaded guilty to a violation of _____ in the _____ degree.

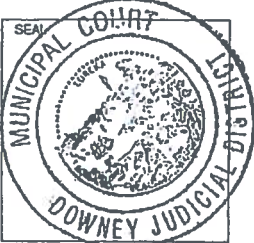
COUNT	CHARGE	DATE COMMITTED
<i>1</i>	<i>245(a)(1) PC</i>	<i>12-15-97</i>

- Other:
- Defendant waives time for preliminary hearing.
- Defendant admits: prior allegation(s) special allegation(s).
- Remaining count(s) _____ to be disposed of in Superior Court.
- Count(s) _____ dismissed on motion of the People.
- Defendant committed to custody of the Los Angeles County Sheriff, to be detained until legally discharged. Bail set as shown above.
- Defendant ordered to report to probation officer for interview.

Further proceedings set as follows:

DATE <i>7-17-98</i>	TIME <i>8:00</i> <input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DEPT./DIV. <i>T</i>	DISTRICT <i>Southeast</i>
------------------------	--	------------------------	------------------------------

I further certify that the foregoing is a true and correct record of the proceedings had in this case, and that attached hereto are true copies of the papers filed and the proceedings held in this court.



DATED
6-18-98

Roy J. Fane
 JUDGE COMMISSIONER

DIVISION
5

COURT ADMINISTRATOR/CLERK
By *Kuzman*, Deputy

MUNICIPAL COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		<i>Reserved for Clerk's File Stamp</i>	
JUDICIAL DISTRICT: <i>22 Downey</i>		FILED LOS ANGELES SUPERIOR COURT JUN 25 1998 JOHN A. CANNON, CLERK <i>B. Fletcher</i> BY B. FLETCHER, DEPUTY	
PLAINTIFF: PEOPLE OF THE STATE OF CALIFORNIA			
DEFENDANT: <i>Jason Jaeyoung Park</i>			
CERTIFICATE AND ORDER OF MAGISTRATE (Felony Guilty Plea, Commitment, and Probation Referral)		CASE NUMBER: <i>VA046968 - 22</i>	

DEFENDANT'S NAME (Last, first, middle) <i>Park Jason Jaeyoung</i>	BOOKING NUMBER	BIRTH DATE <i>1-25-79</i>
PRESENT ADDRESS (Street address, city, state, and ZIP code)		

DEFENDANT'S COUNSEL (Name) <i>Tony Kim</i>	<input type="checkbox"/> Deputy Public Defender	<input type="checkbox"/> Alternate Defense Counsel
DEFENDANT'S COUNSEL'S TELEPHONE NUMBER	<input type="checkbox"/> Deputy Alternate Public Defender	<input type="checkbox"/> Bar Panel
DEPUTY DISTRICT ATTORNEY (Name) <i>Mark Goldman DDA-</i>	<input type="checkbox"/> P.C. §987.2 Appointed Counsel	<input checked="" type="checkbox"/> Private Counsel
DATE COMPLAINT FILED <i>2-23-98</i>	DATE OF PLEA <i>6-18-98</i>	FOREIGN LANGUAGE (If foreign language interpreter required, specify language)
DEFENDANT'S CUSTODIAL STATUS		
<input type="checkbox"/> CASH BAIL	<input checked="" type="checkbox"/> SURETY BOND	<input type="checkbox"/> O.R.
		<input type="checkbox"/> IN CUSTODY
		<input type="checkbox"/> PROPERTY BOND
BAIL \$	IF AMOUNT IS \$10,000 OR MORE, WRITE OUT AMOUNT IN WORDS	
<input type="checkbox"/> NO BAIL	DOLLARS	

I certify this case to the Superior Court, as follows:

On the date shown above, while the charge(s) remained pending in this court, and while the defendant's counsel was still present in court, the defendant:

- pleaded guilty to the charge(s) set forth below.
- with the consent of the magistrate and pursuant to Penal Code section 1016, pleaded nolo contendere to the charge(s) set forth below.
- with the consent of the magistrate and the deputy district attorney, and pursuant to Penal Code section 1192.2, pleaded guilty to a violation of _____ in the _____ degree.

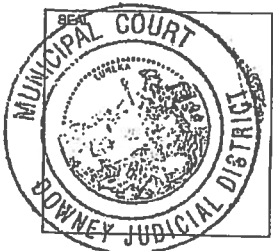
COUNT	CHARGE	DATE COMMITTED
<i>11</i>	<i>245(a)(1) PC</i>	<i>12-15-97</i>

- Other:
- Defendant waives time for preliminary hearing.
- Defendant admits: prior allegation(s) special allegation(s).
- Remaining count(s) _____ to be disposed of in Superior Court.
- Count(s) _____ dismissed on motion of the People.
- Defendant committed to custody of the Los Angeles County Sheriff, to be detained until legally discharged. Bail set as shown above.
- Defendant ordered to report to probation officer for interview.

Further proceedings set as follows:

DATE <i>7-18-98</i>	TIME <i>830</i>	<input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DEPT. DIV. <i>T</i>	DISTRICT <i>Southeast</i>
------------------------	--------------------	---	------------------------	------------------------------

I further certify that the foregoing is a true and correct record of the proceedings had in this case, and that attached hereto are true copies of the papers filed and the proceedings held in this court.



DATED
6-18-98

Ray L. Paul
 JUDGE COMMISSIONER

DIVISION
5

COURT ADMINISTRATOR/CLERK
By *Kurzman*, Deputy

3

MUNICIPAL COURT OF DOWNEY JUDICIAL DISTRICT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

<p>THE PEOPLE OF THE STATE OF CALIFORNIA,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>01 EUGENE SHIN (7/10/1977), and 02 JASON JAEYOUNG PARK (1/25/1979), aka LIL DRAGON</p> <p style="text-align: right;">Defendant(s).</p>
--

CASE NO. VA046968

FELONY COMPLAINT

FILED
LOS ANGELES SUPERIOR COURT
JUN 25 1998
JOHN A. CLARKE, CLERK
Billy Fletcher
BY B. FLETCHER, DEPUTY

The undersigned is informed and believes that:

COUNT 1

On or about December 15, 1997, in the County of Los Angeles, the crime of ASSAULT WITH A DEADLY WEAPON AND BY MEANS OF FORCE LIKELY TO PRODUCE GREAT BODILY INJURY, in violation of PENAL CODE SECTION 245(a)(1), a Felony, was committed by EUGENE SHIN, who did willfully and unlawfully commit an assault upon CARL CHOI with a deadly weapon, to wit, clubs and sticks, and by means of force likely to produce great bodily injury. "Notice: The above offense is a serious felony within the meaning of Penal Code section 1192.7(c)."

COUNT 2

On or about December 15, 1997, in the County of Los Angeles, the crime of ASSAULT WITH A DEADLY WEAPON AND BY MEANS OF FORCE LIKELY TO PRODUCE GREAT BODILY INJURY, in violation of PENAL CODE SECTION 245(a)(1), a Felony, was committed by JASON JAEYOUNG PARK, who did willfully and unlawfully commit an assault upon CARL CHOI with a deadly weapon, to wit, clubs and sticks, and by means of force likely to produce great bodily injury.

"Notice: The above offense is a serious felony within the meaning of Penal Code section 1192.7(c)."

It is further alleged as to count(s) 1 and 2 that in the commission of the above offense the said defendant(s), EUGENE SHIN and JASON JAEYOUNG PARK, personally inflicted great bodily injury upon CARL CHOI, not an accomplice to the above offense, within the meaning of Penal Code Section 12022.7(a) and also causing the above offense to become a serious felony within the meaning of Penal Code Section 1192.7(c)(8).

* * * * *

FILED

'98 FEB 23 P1 :45

DOWNEY
MUNICIPAL COURT

v
r
e
s
t
i
t
u
t
i
o
n



I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT AND THAT THIS COMPLAINT, CASE NUMBER VA046968, CONSISTS OF 2 COUNT(S).

Executed at DOWNEY, County of Los Angeles, on February 20, 1998.

Fernando Vasquez

DECLARANT AND COMPLAINANT

.....
GIL GARCETTI, DISTRICT ATTORNEY

BY: *[Signature]*
CARRIE L. SMITH, DEPUTY

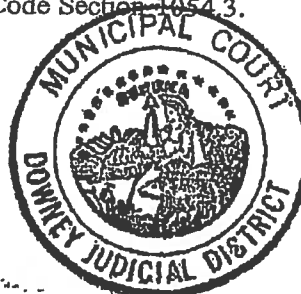
AGENCY: LASD - NORWALK I/O: ID NO.: PHONE :
DETECTIVES
DR NO.: 497238580455037 OPERATOR: HGR PRELIM. TIME EST.:

<u>DEFENDANT</u>	<u>CH NO.</u>	<u>DOB</u>	<u>BOOKING NO.</u>	<u>BAIL RECOMD</u>	<u>CUSTODY RTN DATE</u>
SHIN, EUGENE		7/10/1977		\$50,000	
PARK, JASON JAEYOUNG	011099095	1/25/1979	5549817	\$50,000	3/5/1998

Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that defense counsel provide discovery to the People as required by Penal Code Section 1054.3.

Subscribed and sworn to before me 22398
Janet E. DuVal, Clerk of Municipal Court
Downey Judicial District, California

By S. McCall Deputy



FELONY COMPLAINT – ORDER HOLDING TO ANSWER – P.C. SECTION 872

It appearing to me from the evidence presented that the following offense(s) has/have been committed and that there is sufficient cause to believe that the following defendant(s) guilty thereof, to wit:

(Strike out or add as applicable)

<u>EUGENE SHIN</u>				
<u>Count</u>	<u>Charge</u>	<u>Charge</u>	<u>Special</u>	<u>Alleg.</u>
<u>No.</u>		<u>Range</u>	<u>Allegation</u>	<u>Effect</u>
1	PC 245(a)(1)	2-3-4	PC 12022.7(a)	+3 Yrs

<u>JASON JAEYOUNG PARK</u>				
<u>Count</u>	<u>Charge</u>	<u>Charge</u>	<u>Special</u>	<u>Alleg.</u>
<u>No.</u>		<u>Range</u>	<u>Allegation</u>	<u>Effect</u>
2	PC 245(a)(1)	2-3-4	PC 12022.7(a)	+3 Yrs

I order that the defendant(s) be held to answer therefor and be admitted to bail in the sum of:

EUGENE SHIN _____ Dollars

JASON JAEYOUNG PARK _____ Dollars

and be committed to the custody of the Sheriff of Los Angeles County until such bail is given. Date of arraignment in Superior Court will be:

EUGENE SHIN

_____ in Dept _____

JASON JAEYOUNG PARK

_____ in Dept _____

at: _____ A.M.

Date: _____

Committing Magistrate

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

<p>PEOPLE</p> <p style="text-align: center;">vs.</p> <p style="font-size: 1.2em;"><i>EUGENE SHIN</i></p>	<p>CASE NUMBER</p> <p style="font-size: 1.2em;"><i>LA 046968</i></p>
--	--

GUILTY PLEA IN THE SUPERIOR COURT

1. My full name is *EUGENE SHIN*, I am represented by *JAMES EPSTEIN*, who is my attorney.
2. I understand that I am pleading guilty and admitting the following offenses, prior convictions and special punishment allegations, carrying possible penalties as follows:

COUNT	CHARGE	MAXIMUM TERM	YEARS	ENHANCEMENTS	YEARS	TERM FOR PRIORS	YEARS	TOTAL PENALTY YEARS
<i>I</i>	<i>245(a)(1)</i>	<i>4</i>	<i>4</i>	<i>12022.7a</i>	<i>3</i>			<i>7</i>
<p>FILED LOS ANGELES SUPERIOR COURT</p> <p><i>JUN 25 1998</i></p> <p>JOHNA CLARKE, CLERK <i>Billy Fletcher</i> BY B. FLETCHER, DEPUTY</p>								
								MAXIMUM TOTAL PUNISHMENT: <i>7</i>

3. If I am convicted of first or second degree murder, the period of parole is life. (3000.1 P.C.)
- If I receive a life sentence, not due to a conviction of first or second degree murder, the period of parole is 5 years. (3000(b) P.C.)
- E.S.* A sentence to state prison other than the two mentioned above may result in parole for up to 3 years. (3000(a) P.C.)
- E.S.* It is also my understanding that each violation during the parole period may result in re-commitment for up to one year.
- E.S.* I understand that the courts and the Legislature have approved plea bargaining. That it is absolutely necessary all plea agreements, promises of particular sentences or sentence recommendations be completely disclosed to the court on this form.
- E.S.* I understand that I have the right to be represented by an attorney at all stages of the proceedings until the case is terminated and that if I cannot afford an attorney, one will be appointed free of charge.
- E.S.* I understand that I have a right to a trial by jury, which means that 12 citizens selected by my lawyer and the prosecutor would hear all the facts in this case and decide whether or not I am guilty of the crime charged against me. All 12 citizens would have to agree that I am guilty in order for me to be convicted of any crime charged against me or all 12 citizens would have to agree that I am not guilty in order to acquit me. I hereby waive and give up this right.
- I understand that I have the right to be confronted by witness(es) against me; in other words, that they testify under oath in my presence, and to cross-examine them through my attorney. I hereby waive and give up this right.
- E.S.* I understand that I have the right to testify on my own behalf, but that I cannot be compelled to be a witness against myself, and may remain silent if I so choose. I hereby give up these rights.
- E.S.* I understand that I have the right to call witnesses to testify in my behalf and to use the assistance and processes of the court to subpoena those witnesses and to compel them to come to court to testify. I hereby waive and give up these rights.
- E.S.* I understand that if I am not a citizen of the United States, the conviction for the offense charged may have the consequences of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.
11. I understand that I may be required to register as a sex offender to section 290 of the Penal Code.
12. I understand that I may be required to register as a narcotic offender pursuant to section 11590 of the Health and Safety Code.

§ 13. I understand that a conviction in this case would constitute a violation of any probation or parole that I may have at this time; that the court or authority that has me on probation or parole can take me back on a violation and impose a separate sentence for the violation.

§ 14. My lawyer has told me that if I plead guilty to the above charge(s), enhancement(s) and prior conviction(s), the court will sentence me as follows:

- State prison for the term prescribed by law, which term is a maximum of _____ years imprisonment in the penitentiary. I waive my right to make application for probation and request immediate sentence.
- That I make an application for probation which will be considered by the court before sentence is pronounced. I understand the court may send me to state prison for a maximum of _____ years.
- Probation under the conditions to be set by the court. I understand that a violation of probation may cause the court to send me to the penitentiary for a maximum of 5 years on this case.

- Commitment to CYA.
- Institution of MDSO.
- 1293.03 P.C. Commitment
- CRG Proceedings.

Other: 5 yrs State Prison
SUSPENDED. ONE
YEAR COUNTY JAIL
AND RESTITUTION.
District Attorney will
not oppose work
on College Fund if
eligible.

§ 15. I understand that the court may make me pay a sum of money to the State Indemnity Fund, as part of my sentence (Section 13967 of the Government Code).

§ 16. I have discussed the charge(s), the facts and the possible defenses with my attorney.

§ 17. I offer my plea of "Guilty" freely and voluntarily and with full understanding of all the matters set forth in the pleading and in this form. No one has made any threats, used any force against myself, family or loved ones, or made any promises to me except as set out in this form, in order to convince me to plead guilty.

§ 18. I offer to the court the following as the basis for my plea of guilty:

Factual basis: _____

- I am pleading guilty to take advantage of a plea bargain.
- My attorney will stipulate to a factual basis for my plea.
- Other: _____

§ 19. I have personally initialed each of the above boxes and discussed them with my attorney. I understand each and every one of the rights outlined above and I hereby waive and give up each of them in order to enter my plea to the above charges.

Dated: 6-18-98
 Signed: [Signature]
 DEFENDANT

§ 20. DEFENDANT'S ATTORNEY ONLY—I am attorney of record and I have explained each of the above rights to the defendant, and having explored the facts with him/her and studied his/her possible defenses to the charge(s), I concur in his/her decision to waive the above rights and to enter a plea of guilty. I further stipulate this document may be received by the court as evidence of defendant's intelligent waiver of these rights, and that it should be filed by the clerk as a permanent record of that waiver. No promises of a particular sentence or sentence recommendation have been made by myself or to my knowledge by the prosecuting attorney or the court which have not been fully disclosed in this form.

Dated: 6/19/98
 Signed: [Signature]
 ATTORNEY

§ 21. FOR THE PEOPLE:
 Dated: 6/18/98
 Signed: [Signature]
 DEPUTY DISTRICT ATTORNEY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

PEOPLE
vs.
JASON J. PARK

CASE NUMBER
VA 046968

GUILTY PLEA IN THE SUPERIOR COURT

1. My full name is JASON J. PARK, I am represented by TONY K. KIM who is my attorney.
2. I understand that I am pleading guilty and admitting the following offenses, prior convictions and special punishment allegations, carrying possible penalties as follows:

COUNT	CHARGE	MAXIMUM TERM	YEARS	ENHANCEMENTS	YEARS	TERM FOR PRIORS	YEARS	TOTAL PENALTY YEARS
1	P.C. § 245(a)(1)		4	12022.7(a)	3			7
FILED LOS ANGELES SUPERIOR COURT JUN 25 1998 JOHN A. CLARKE, CLERK <i>Betty Fletcher</i> BY B. FLETCHER, DEPUTY								
								MAXIMUM TOTAL PUNISHMENT: <u>7 yr</u>

3. If I am convicted of first or second degree murder, the period of parole is life. (3000.1 P.C.)
N/A
- If I receive a life sentence, not due to a conviction of first or second degree murder, the period of parole is 5 years. (3000(b) P.C.)
N/A
- A sentence to state prison other than the two mentioned above may result in parole for up to 3 years. (3000(a) P.C.)
JJP
- It is also my understanding that each violation during the parole period may result in re-commitment for up to one year.
JJP
4. I understand that the courts and the Legislature have approved plea bargaining. That it is absolutely necessary all plea agreements, promises of particular sentences or sentence recommendations be completely disclosed to the court on this form.
JJP
5. I understand that I have the right to be represented by an attorney at all stages of the proceedings until the case is terminated and that if I cannot afford an attorney, one will be appointed free of charge.
JJP
6. I understand that I have a right to a trial by jury, which means that 12 citizens selected by my lawyer and the prosecutor would hear all the facts in this case and decide whether or not I am guilty of the crime charged against me. All 12 citizens would have to agree that I am guilty in order for me to be convicted of any crime charged against me or all 12 citizens would have

to agree that I am not guilty in order to acquit me. I hereby waive and give up this right.

7. I understand that I have the right to be confronted by witness(es) against me; in other words, that they testify under oath in my presence, and to cross-examine them through my attorney. I hereby waive and give up this right.
JJP
8. I understand that I have the right to testify on my own behalf, but that I cannot be compelled to be a witness against myself, and may remain silent if I so choose. I hereby give up these rights.
JJP
9. I understand that I have the right to call witnesses to testify in my behalf and to use the assistance and processes of the court to subpoena those witnesses and to compel them to come to court to testify. I hereby waive and give up these rights.
JJP
10. I understand that if I am not a citizen of the United States, the conviction for the offense charged may have the consequences of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.
JJP
11. I understand that I may be required to register as a sex offender to section 290 of the Penal Code.
N/A
12. I understand that I may be required to register as a narcotic offender pursuant to section 11590 of the Health and Safety Code.
N/A

13. *JPA* I understand that a conviction in this case would constitute a violation of any probation or parole that I may have at this time; that the court or authority that has me on probation or parole can take me back on a violation and impose a separate sentence for the violation.

14. *JPA* My lawyer has told me that if I plead guilty to the above charge(s), enhancement(s) and prior conviction(s), the court will sentence me as follows:

JPA State prison for the term prescribed by law, which term is a maximum of _____ years imprisonment in the penitentiary. I waive my right to make application for probation and request immediate sentence.

That I make an application for probation which will be considered by the court before sentence is pronounced. I understand the court may send me to state prison for a maximum of _____ years.

Probation under the conditions to be set by the court. I understand that a violation of probation may cause the court to send me to the penitentiary for a maximum of 5 years on this case.

Commitment to CYA.

Institution of MDSO.

1293.03 P.C. Commitment

CRC Proceedings.

JPA Other: 3 YEARS FORMAL PROBATION;
5 YEARS STATE PRISON
STAYED, 1 YEAR COUNTY
JAIL, WHICH MAY BE
PERFORMED AFT RESIDENTIAL
DRUG REHABILITATION PROGRAM.
(DISTRICT ATTORNEY WILL NOT
OBJECT) JOINT AND SEVERAL
LIABILITY FOR VICTIM'S
RESTITUTION (DAMAGE TO CAR &
MEDICAL EXPENSE)

15. *JPA* I understand that the court may make me pay a sum of money to the State Indemnity Fund, as part of my sentence (Section 13967 of the Government Code).

16. *JPA* I have discussed the charge(s), the facts and the possible defenses with my attorney.

17. *JPA* I offer my plea of "Guilty" freely and voluntarily and with full understanding of all the matters set forth in the pleading and in this form. No one has made any threats, used any force against myself, family or loved ones, or made any promises to me except as set out in this form, in order to convince me to plead guilty.

18. *JPA* I offer to the court the following as the basis for my plea of guilty:

Factual basis: _____

JPA I am pleading guilty to take advantage of a plea bargain.

My attorney will stipulate to a factual basis for my plea.

Other: _____

19. *JPA* I have personally initialed each of the above boxes and discussed them with my attorney. I understand each and every one of the rights outlined above and I hereby waive and give up each of them in order to enter my plea to the above charges.

Dated: 6-18-1998

Signed: *Jose Park*

DEFENDANT

20. DEFENDANT'S ATTORNEY ONLY—I am attorney of record and I have explained each of the above rights to the defendant, and having explored the facts with him/her and studied his/her possible defenses to the charge(s), I concur in his/her decision to waive the above rights and to enter a plea of guilty. I further stipulate this document may be received by the court as evidence of defendant's intelligent waiver of these rights, and that it should be filed by the clerk as a permanent record of that waiver. No promises of a particular sentence or sentence recommendation have been made by myself or to my knowledge by the prosecuting attorney or the court which have not been fully disclosed in this form.

Dated: June 18, 1998

Signed: *Joseph...*

ATTORNEY

21. FOR THE PEOPLE:

Dated: _____

Signed: *[Signature]*

DEPUTY DISTRICT ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MUNICIPAL COURT OF THE DOWNEY JUDICIAL DISTRICT

COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HON. ROY L. PAUL, JUDGE

DIVISION NO. 5

THE PEOPLE OF THE STATE OF CALIFORNIA,)

PLAINTIFF,)

VS.)

NO. VA046968)

JASON PARK AND EUGENE SHIN,)

DEFENDANTS.)

REPORTER'S TRANSCRIPT OF CERTIFIED PLEA

THURSDAY, JUNE 18, 1998

FOR THE PEOPLE:

MARK GOLDMAN,
DEPUTY DISTRICT ATTORNEY

FOR DEFENDANT PARK:

TONY KIM,
ATTORNEY AT LAW

FOR DEFENDANT SHIN:

JAMES EPSTEIN,
ATTORNEY AT LAW

P & S DATE: JULY 17, 1998
DEPT: T

DIANE F. LOCKNER
CERTIFIED SHORTHAND REPORTER
CERTIFICATE NUMBER 6026

Original

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I N D E X

PEOPLE'S WITNESSES

DIRECT CROSS REDIRECT RECROSS

(NONE)

DEFENDANT'S WITNESSES

DIRECT ROSS REDIRECT RECROSS

(NONE)

E X H I B I T S

PEOPLE'S FOR IDENTIFICATION IN EVIDENCE

(NONE)

DEFENDANT'S FOR IDENTIFICATION IN EVIDENCE

(NONE)

3

1 DOWNEY, CALIFORNIA; THURSDAY, JUNE 18, 1998

2 -000-

3 (THE FOLLOWING PROCEEDINGS WERE
4 HELD IN OPEN COURT:)

5
6 THE COURT: ON THE RECORD IN THE CASE OF EUGENE
7 SHIN AND JASON PARK, CASE NUMBER VA046968. IT'S HERE
8 FOR A PRELIMINARY HEARING.

9 APPEARANCES, FOR THE RECORD.

10 MR. KIM: THANK YOU, YOUR HONOR. TONY KIM,
11 K-I-M, APPEARING FOR JASON PARK.

12 MR. EPSTEIN: JAMES EPSTEIN, APPEARING FOR
13 MR. SHIN.

14 MR. GOLDMAN: DEFUTY D.A. MARK GOLDMAN, FOR THE
15 PEOPLE.

16 THE COURT: OKAY. DO YOU WAIVE FURTHER READING
17 OF THE COMPLAINT, AND STATEMENT OF RIGHTS, AS TO BOTH
18 DEFENDANTS?

19 MR. KIM: YES, AS TO JASON PARK.

20 MR. EPSTEIN: AS TO MR. SHIN, YES.

21 THE COURT: GENTLEMEN, I'VE BEEN HANDED A "GUILTY
22 PLEA IN THE SUPERIOR COURT" FORM. IS IT MR. SHIN'S
23 DESIRE TO AVAIL HIMSELF OF THE CERTIFIED PLEA?

24 MR. EPSTEIN: YES

25 THE COURT: AND IS THE SAME TRUE IN REGARDS TO
26 THE DEFENDANT, MR. PARK?

27 MR. KIM: YES.

28 THE COURT: PLEASE TAKE THE PLEA.

1 MR. GOLDMAN: MR. SHIN, WHAT IS YOUR TRUE AND
2 CORRECT NAME?

3 DEFENDANT SHIN: EUGENE SHIN.

4 MR. GOLDMAN: SIR, IN FELONY COMPLAINT NUMBER
5 VA046968, YOU ARE CHARGED IN COUNT I WITH A VIOLATION OF
6 PENAL CODE SECTION 245(A)(1), ASSAULT WITH A DEADLY
7 WEAPON, AND BY MEANS OF FORCE LIKELY TO PRODUCE GREAT
8 BODILY INJURY.

9 DO YOU UNDERSTAND THE NATURE OF THAT
10 CHARGE?

11 DEFENDANT SHIN: YES.

12 MR. GOLDMAN: MR. PARK, WHAT IS YOUR TRUE AND
13 CORRECT NAME?

14 DEFENDANT PARK: JASON PARK.

15 MR. GOLDMAN: SIR, IN FELONY COMPLAINT NUMBER
16 VA046968, YOU ARE CHARGED IN COUNT II, WITH A VIOLATION
17 OF PENAL CODE SECTION 245(A)(1), ASSAULT WITH A DEADLY
18 WEAPON, AND BY MEANS OF FORCE LIKELY TO PRODUCE GREAT
19 BODILY INJURY.

20 DO YOU UNDERSTAND THE NATURE OF THOSE
21 CHARGES?

22 DEFENDANT PARK: YES

23 MR. GOLDMAN: BOTH OF YOUR ATTORNEYS HAVE
24 INDICATED THAT YOU WISH TO ENTER A PLEA OF GUILTY TODAY,
25 WITH THE UNDERSTANDING THAT YOU ARE EACH GOING TO
26 RECEIVE FIVE YEARS STATE PRISON, SUSPENDED. YOU'RE
27 GOING TO BE PLACED ON FIVE YEARS PROBATION, FORMAL
28 PROBATION, AND RECEIVE ONE YEAR OF COUNTY JAIL.

1 AS TO MR. PARK, UPON YOU YOUR PLEA TO
2 COUNT II, PLUS THE GREAT BODILY INJURY ENHANCEMENT, YOU
3 HAVE THE OPPORTUNITY TO DO ONE YEAR IN A LIVE-IN DRUG
4 TREATMENT PROGRAM, IN LIEU OF THE ONE YEAR IN COUNTY
5 JAIL.

6 MR. SHIN, THE PEOPLE WILL NOT OBJECT TO A
7 WORK OR SCHOOL FURLOUGH PROGRAM, IF APPROVED BY
8 PROBATION.

9 BOTH OF YOU WILL HAVE RESTITUTION SET BY
10 PROBATION, AND BOTH OF YOU WILL BE ORDERED TO STAY AWAY
11 FROM THE VICTIM IN THIS MATTER.

12 MR. PARK, IS THAT YOUR UNDERSTANDING OF
13 THE AGREEMENT?

14 DEFENDANT PARK: YES, SIR.

15 MR. GOLDMAN: MR. SHIN?

16 DEFENDANT SHIN: YES, SIR.

17 MR. GOLDMAN: BEFORE YOU PLEAD GUILTY, EITHER ONE
18 OF YOU, I MUST ADVISE YOU THAT YOU MUST GIVE UP CERTAIN
19 CONSTITUTIONAL RIGHTS.

20 FIRST OF ALL, YOU BOTH HAVE THE RIGHT TO A
21 PRELIMINARY HEARING. IN A PRELIMINARY HEARING, THE
22 PROSECUTION MUST PRESENT EVIDENCE SUFFICIENT FOR YOU TO
23 BE HELD TO ANSWER ON THE CHARGES.

24 MR. SHIN, DO YOU UNDERSTAND THAT YOU HAVE
25 A RIGHT TO A PRELIMINARY HEARING?

26 DEFENDANT SHIN: YES.

27 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
28 RIGHT?

6

1 DEFENDANT SHIN: YES.

2 MR. GOLDMAN: MR. PARK, DO YOU UNDERSTAND THAT
3 YOU HAVE A RIGHT TO A PRELIMINARY HEARING?

4 DEFENDANT PARK: YES.

5 MR. GOLDMAN: DO YOU GIVE UP AND WAIVE THAT
6 RIGHT?

7 DEFENDANT PARK: YES.

8 MR. GOLDMAN: IF YOU HAD A PRELIMINARY HEARING
9 AND HAD BEEN HELD TO ANSWER, EACH OF YOU WOULD THEN HAVE
10 A RIGHT TO A TRIAL BY JURY, OR A TRIAL BY THE COURT
11 SITTING WITHOUT A JURY.

12 DO YOU UNDERSTAND, MR. PARK, DO YOU
13 UNDERSTAND THAT YOU HAVE A RIGHT TO A TRIAL BY JURY?

14 DEFENDANT PARK: YES.

15 MR. GOLDMAN: DO YOU UNDERSTAND THAT YOU HAVE A
16 RIGHT TO TRIAL BY THE COURT SITTING WITHOUT A JURY?

17 DEFENDANT PARK: YES.

18 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT
19 YOU HAVE A RIGHT TO A JURY TRIAL?

20 DEFENDANT SHIN: YES.

21 MR. GOLDMAN: DO YOU UNDERSTAND THAT YOU ALSO
22 HAVE A RIGHT TO A TRIAL BY THE COURT SITTING WITHOUT A
23 JURY?

24 DEFENDANT SHIN: YES.

25 MR. GOLDMAN: IN EITHER OF THESE PROCEEDINGS YOU
26 WOULD HAVE OTHER RIGHTS WHICH YOU WOULD NECESSARILY BE
27 GIVING UP BY YOUR PLEA OF GUILTY TODAY.

28 FIRST OF ALL, YOU HAVE THE RIGHT TO

1 CONFRONT AND CROSS-EXAMINE WITNESSES AGAINST YOU. THIS
2 MEANS THAT YOU BOTH HAVE THE RIGHT TO BE IN COURT WHILE
3 WITNESSES ARE TESTIFYING AGAINST YOU, AND THROUGH YOUR
4 ATTORNEY YOU HAVE THE RIGHT TO QUESTION THEM AS TO THEIR
5 TESTIMONY AGAINST YOU.

6 MR. PARK, DO YOU UNDERSTAND THAT YOU HAVE
7 THAT RIGHT?

8 DEFENDANT PARK: YES.

9 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
10 RIGHT?

11 DEFENDANT PARK: YES.

12 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT
13 YOU HAVE THAT RIGHT?

14 DEFENDANT SHIN: YES.

15 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
16 RIGHT?

17 DEFENDANT SHIN: YES.

18 MR. GOLDMAN: YOU EACH HAVE THE RIGHT TO PRESENT
19 EVIDENCE ON YOUR OWN BEHALF, AND TO SUBPOENA ANY
20 WITNESSES TO TESTIFY ON YOUR BEHALF, IF YOU SO DESIRE.

21 MR. PARK, DO YOU UNDERSTAND THAT YOU HAVE
22 THAT RIGHT?

23 DEFENDANT PARK: YES.

24 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
25 RIGHT?

26 DEFENDANT PARK: YES.

27 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT
28 YOU HAVE THAT RIGHT?

8

1 DEFENDANT SHIN: YES.

2 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
3 RIGHT?

4 DEFENDANT SHIN: YES.

5 MR. GOLDMAN: YOU EACH HAVE THE RIGHT AGAINST
6 SELF INCRIMINATION. THIS MEANS THAT NO ONE CAN COMPEL
7 YOU TO SPEAK OUT, OR IN ANY WAY INCRIMINATE YOURSELF.
8 YOUR PLEA OF GUILTY TODAY WILL HAVE THE EFFECT OF
9 INCRIMINATING YOU.

10 DO YOU UNDERSTAND, MR. PARK, THAT YOU HAVE
11 THE RIGHT AGAINST SELF-INCRIMINATION?

12 DEFENDANT PARK: YES.

13 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
14 RIGHT?

15 DEFENDANT PARK: YES.

16 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT
17 YOU HAVE THE RIGHT AGAINST SELF-INCRIMINATION?

18 DEFENDANT SHIN: YES.

19 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
20 RIGHT?

21 DEFENDANT SHIN: YES.

22 MR. GOLDMAN: YOU EACH HAVE THE RIGHT TO TESTIFY
23 ON YOUR OWN BEHALF, IF YOU SO DESIRE.

24 DO YOU UNDERSTAND, MR. PARK, THAT YOU HAVE
25 THAT RIGHT?

26 DEFENDANT PARK: YES.

27 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
28 RIGHT?

1 DEFENDANT PARK: YES.

2 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT
3 YOU HAVE THAT RIGHT?

4 DEFENDANT SHIN: YES.

5 MR. GOLDMAN: DO YOU WAIVE AND GIVE UP THAT
6 RIGHT?

7 DEFENDANT SHIN: YES.

8 MR. GOLDMAN: AS I'VE INDICATED TO YOU,
9 GENTLEMEN, YOU'RE EACH PLEADING GUILTY TO A FELONY. THE
10 MAXIMUM TIME THAT YOU COULD SPEND ON -- THE MAXIMUM TIME
11 THAT YOU COULD SERVE ON EACH OF THESE CHARGES IS SEVEN
12 YEARS FOR YOU, MR. SHIN, AND SEVEN YEARS FOR YOU,
13 MR. PARK, IN STATE PRISON.

14 DO YOU UNDERSTAND THAT?

15 DEFENDANT SHIN: YES.

16 DEFENDANT PARK: YES.

17 MR. GOLDMAN: HOWEVER, THE UNDERSTANDING, OF
18 COURSE, IS THAT YOU ARE GOING TO RECEIVE FIVE YEARS
19 STATE PRISON SUSPENDED, BE PLACED ON FELONY PROBATION
20 FOR FIVE YEARS, AND EACH SERVE ONE YEAR IN THE COUNTY
21 JAIL.

22 AND MR. PARK CAN SERVE HIS ONE YEAR IN A
23 ONE YEAR LIVE-IN DRUG PROGRAM. AND MR. SHIN, IF
24 APPROVED BY PROBATION, CAN SERVE HIS THROUGH WORK OR
25 SCHOOL FURLOUGH.

26 ADDITIONALLY, THE RESTITUTION WILL BE PAID
27 THROUGH PROBATION, AND THERE WILL BE A STAY AWAY ORDER
28 FROM THE VICTIM.

10

1 IS THAT YOUR UNDERSTANDING OF THE
2 AGREEMENT?

3 DEFENDANT SHIN: YES

4 DEFENDANT PARK: YES.

5 MR. GOLDMAN: IF DURING THE TIME YOU ARE ON
6 PROBATION, GENTLEMEN, YOU VIOLATE ANY OF THE TERMS OR
7 CONDITIONS OF YOUR PROBATION, YOU COULD BE BROUGHT BACK,
8 YOUR PROBATION COULD BE TERMINATED, AND YOU COULD
9 RECEIVE UP TO FIVE YEARS IN STATE PRISON.

10 DO YOU UNDERSTAND THAT?

11 DEFENDANT SHIN: YES.

12 DEFENDANT PARK: YES.

13 MR. GOLDMAN: SHOULD YOU GO TO PRISON ON THIS
14 CASE, AFTER BEING RELEASED FROM PRISON THERE WOULD BE A
15 PERIOD OF PAROLE. IF YOU VIOLATE ANY OF THE TERMS OR
16 CONDITIONS OF YOUR PAROLE, YOU COULD BE BROUGHT BACK TO
17 PRISON AND SENTENCED UP TO ONE YEAR FOR EACH PAROLE
18 VIOLATION, FOR A MAXIMUM OF THREE YEARS.

19 DO YOU UNDERSTAND THAT?

20 DEFENDANT SHIN: YES.

21 DEFENDANT PARK: YES.

22 MR. GOLDMAN: MR. PARK, DO YOU UNDERSTAND THAT?

23 DEFENDANT PARK: YES.

24 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT?

25 DEFENDANT SHIN: YES.

26 MR. GOLDMAN: IF YOU WERE TO GO TO PRISON ON THIS
27 CASE, THIS CASE WOULD CONSTITUTE A PRIOR FELONY UNDER
28 PENAL CODE SECTION 667.5(B), AND YOU WOULD ADD ANOTHER

1 YEAR TO ANY SENTENCE, OR ANY SUBSEQUENT FELONY THAT YOU
2 WOULD PICK UP.

3 MR. PARK, DO YOU UNDERSTAND THAT?

4 DEFENDANT PARK: YES.

5 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT?

6 DEFENDANT SHIN: YES.

7 MR. GOLDMAN: IF YOU ARE ON PROBATION OR PAROLE
8 IN ANY OTHER CASE, THIS CASE WOULD CONSTITUTE A
9 VIOLATION OF THAT PROBATION OR PAROLE, AND YOU WOULD BE
10 SENTENCED SEPARATELY FOR THAT OFFENSE.

11 MR. PARK, DO YOU UNDERSTAND THAT?

12 DEFENDANT PARK: YES.

13 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT?

14 DEFENDANT SHIN: YES.

15 MR. GOLDMAN: YOU WILL BE REQUIRED TO PAY A FINE
16 OF BETWEEN \$200 AND \$20,000. THE AMOUNT OF THE FINE
17 WOULD BE DETERMINED BY THE SUPERIOR COURT JUDGE, AND IS
18 BASED ON WHAT HE FEELS -- HE OR SHE FEELS TO BE AN
19 EQUITABLE AMOUNT, AND YOUR ABILITY TO PAY.

20 MR. PARK, DO YOU UNDERSTAND THAT?

21 DEFENDANT PARK: YES

22 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT?

23 DEFENDANT SHIN: YES.

24 MR. GOLDMAN: FINALLY, I HAVE TO TELL YOU
25 GENTLEMEN, THAT IF YOU'RE NOT CITIZENS OF THE UNITED
26 STATES, THIS CONVICTION COULD RESULT IN YOUR
27 DEPORTATION, EXCLUSION FROM ADMISSION, OR DENIAL OF
28 NATURALIZATION, PURSUANT TO THE LAWS OF THE UNITED

1 STATES.

2 MR. PARK, DO YOU UNDERSTAND THAT?

3 DEFENDANT PARK: YES.

4 MR. GOLDMAN: MR. SHIN, DO YOU UNDERSTAND THAT?

5 DEFENDANT SHIN: YES.

6 MR. GOLDMAN: MR. PARK, HAVE YOU HAD SUFFICIENT
7 TIME TO SPEAK WITH YOUR ATTORNEY ABOUT THE NATURE OF
8 THESE CHARGES?

9 DEFENDANT PARK: YES.

10 MR. GOLDMAN: HAS HE EXPLAINED TO YOU THE NATURE
11 OF THESE CHARGES, AND ANY POSSIBLE DEFENSES YOU MAY HAVE
12 TO THESE CHARGES?

13 DEFENDANT PARK: YES.

14 MR. GOLDMAN: MR. PARK, HAVE YOU HAD TIME -- I
15 MEAN MR. SHIN, HAVE YOU HAD SUFFICIENT TIME TO SPEAK
16 WITH YOUR ATTORNEY?

17 DEFENDANT SHIN: YES.

18 MR. GOLDMAN: HAS HE EXPLAINED TO YOU THE NATURE
19 OF THE CHARGES, AND ANY POSSIBLE DEFENSES YOU MAY HAVE
20 TO THOSE CHARGES?

21 DEFENDANT SHIN: YES.

22 MR. GOLDMAN: MR. PARK, OTHER THAN WHAT I'VE
23 INDICATED IN COURT TODAY, HAS ANYONE MADE ANY PROMISES
24 TO YOU, IN ORDER TO GET YOU TO PLEAD GUILTY TODAY?

25 DEFENDANT PARK: NO.

26 MR. GOLDMAN: MR. SHIN, HAS ANYONE MADE ANY
27 PROMISES TO YOU, OTHER THAN WHAT I'VE INDICATED IN COURT
28 TODAY, TO GET YOU TO PLEAD GUILTY TODAY?

1 DEFENDANT SHIN: NO.

2 MR. GOLDMAN: MR. PARK, HAS ANYONE THREATENED
3 YOU, OR ANYONE CLOSE TO YOU, IN ORDER TO GET YOU TO
4 PLEAD GUILTY TODAY?

5 DEFENDANT PARK: NO.

6 MR. GOLDMAN: MR. SHIN, HAS ANYONE THREATENED
7 YOU, OR ANYONE CLOSE TO YOU, TO GET YOU TO PLEAD GUILTY
8 TODAY?

9 DEFENDANT SHIN: NO.

10 MR. GOLDMAN: MR. PARK, ARE YOU PLEADING FREELY
11 AND VOLUNTARILY, BECAUSE IT IS TRUE THAT ON OR ABOUT
12 DECEMBER 15, 1997, YOU WERE IN VIOLATION OF PENAL CODE
13 SECTION 245(A)(1), IN THAT YOU DID ASSAULT -- IN THAT
14 YOU DID WILLFULLY AND UNLAWFULLY COMMIT AN ASSAULT UPON
15 CARL CHOI WITH A DEADLY WEAPON, WITH FORCE LIKELY TO
16 PRODUCE GREAT BODILY INJURY?

17 DEFENDANT PARK: YES.

18 MR. GOLDMAN: MR. SHIN, ARE YOU PLEADING FREELY
19 AND VOLUNTARILY, BECAUSE IT IS TRUE THAT ON DECEMBER
20 15TH, 1997, YOU WERE IN VIOLATION OF PENAL CODE SECTION
21 245(A)(1), IN THAT YOU DID WILLFULLY AND UNLAWFULLY
22 COMMIT AN ASSAULT UPON CARL CHOI WITH A DEADLY WEAPON,
23 WITH FORCE LIKELY TO PRODUCE GREAT BODILY INJURY?

24 DEFENDANT SHIN: YES.

25 MR. GOLDMAN: DOES THE COURT WISH TO INQUIRE
26 FURTHER, YOUR HONOR?

27 THE COURT: NO. YOU MAY TAKE THE PLEA.

28 MR. GOLDMAN: MR. SHIN, TO A VIOLATION OF PENAL

14

1 CODE SECTION 245(A)(1), AS ALLEGED IN COUNT I, HOW DO
2 YOU NOW PLEAD, SIR?

3 DEFENDANT SHIN: GUILTY.

4 MR. GOLDMAN: AND, SIR, HOW DO YOU ANSWER THE
5 ALLEGATION THAT YOU PERSONALLY INFLICTED GREAT BODILY
6 INJURY UPON CARL CHOI?

7 DEFENDANT SHIN: I ADMIT.

8 MR. GOLDMAN: AND MR. PARK, TO A VIOLATION OF
9 PENAL CODE SECTION 245(A)(1), ASSAULT WITH A DEADLY
10 WEAPON, AS ALLEGED IN COUNT II, HOW DO YOU NOW PLEAD?

11 DEFENDANT PARK: GUILTY.

12 MR. GOLDMAN: AND TO THE ALLEGATION THAT YOU
13 PERSONALLY INFLICTED GREAT BODILY INJURY UPON CARL CHOI
14 HOW DO YOU NOW ANSWER?

15 DEFENDANT PARK: ADMIT.

16 MR. GOLDMAN: DO COUNSELS JOIN IN THE WAIVERS,
17 AND STIPULATE THAT THERE'S A FACTUAL BASIS FOR THE PLEA?

18 MR. EPSTEIN: YES.

19 MR. KIM: YES, AS TO MR. PARK.

20 MR. GOLDMAN: THE PEOPLE JOIN IN THE JURY WAIVER,
21 YOUR HONOR.

22 THE COURT: THE COURT FINDS THAT THE DEFENDANTS
23 AND EACH OF THEM UNDERSTAND THE NATURE OF THE CRIMES
24 CHARGED IN THE COMPLAINT, THE POSSIBLE PENALTIES AND
25 CONSEQUENCES OF THE CONVICTION. THE DEFENDANTS AND EACH
26 OF THEM HAVE INTELLIGENTLY AND VOLUNTARILY WAIVED THEIR
27 CONSTITUTIONAL RIGHTS, AND ENTERED A PLEA OF GUILTY TO
28 THE CHARGE, AND HAVE ADMITTED THE ENHANCEMENT.

15

1 IT'S ORDERED THAT THE DEFENDANTS' PLEAS OF
2 GUILTY BE ENTERED, AND THE WAIVER OF RIGHTS BE ACCEPTED
3 AND IT IS AS WELL ENTERED ON THE MINUTES OF THE COURT.

4 I'VE JUST REVIEWED THE FILE, FOR PURPOSES
5 OF ACCEPTING A CERTIFIED PLEA, AND YOUR ATTORNEYS HAVE
6 DONE AN EXCELLENT JOB, BASED UPON WHAT APPEARS TO THIS
7 COURT TO BE A RATHER VIOLENT AND BRUTAL SITUATION.
8 HOPEFULLY, THIS DISPOSITION WILL RESULT IN MR. SHIN AND
9 MR. PARK NEVER COMING BACK TO THE CRIMINAL SYSTEM AGAIN.
10 FIVE YEARS IS A VERY SEVERE SENTENCE AS WELL.

11 BASED UPON THAT, FURTHER PROCEEDINGS WILL
12 BE SET AS FOLLOWS: JULY 16TH, 1998 --

13 MR. EPSTEIN: I THINK IT WAS THE 17TH THAT WE
14 AGREED ON.

15 THE COURT: I WILL CHANGE IT ON HERE TO THE 17TH.

16 JULY 17TH, 1998, AT 8:30 A.M., IN
17 DEPARTMENT T OF THE LOS ANGELES SUPERIOR COURT,
18 SOUTHEAST DISTRICT.

19 JUST TO BE SAFE, MR. SHIN, DO YOU GIVE UP
20 YOUR RIGHT TO BE SENTENCED WITHIN 30 DAYS, SO WE CAN, IN
21 FACT, SET THIS FOR JULY 17TH?

22 DEFENDANT SHIN: YES.

23 THE COURT: DOES COUNSEL JOIN?

24 MR. EPSTEIN: YES.

25 THE COURT: MR. PARK, DO YOU ALSO GIVE UP YOUR
26 RIGHT TO BE SENTENCED WITHIN 30 DAYS, SO WE CAN SET THIS
27 ON JULY 17TH?

28 DEFENDANT PARK: YES, SIR.

1 THE COURT: DOES COUNSEL JOIN?

2 MR. KIM: YES.

3 THE COURT: FURTHER, EACH OF THE DEFENDANTS IS
4 ORDERED TO REPORT IMMEDIATELY TO THE PROBATION OFFICER
5 FOR A PROBATION AND SENTENCING REPORT. AND EACH OF THE
6 DEFENDANTS WILL CONTINUE TO BE RELEASED ON THE SURETY
7 BOND THAT HAS BEEN POSTED.

8 THANK YOU VERY MUCH.

9 MR. EPSTEIN: THANK YOU, JUDGE.

10 MR. KIM: THANK YOU VERY MUCH, YOUR HONOR.

11 (END OF PROCEEDINGS)

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

IN THE MUNICIPAL COURT OF DOWNEY JUDICIAL DISTRICT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

HON. ROY L. PAUL, JUDGE

DIVISION NO. 5

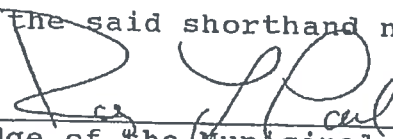
THE PEOPLE OF THE STATE OF CALIFORNIA,)
Plaintiff,)

NO. VA046968

vs.)

JASON PARK AND EUGENE SHIN,)
Defendants.)

I HEREBY CERTIFY THAT ON THE 18th day of June, 1998, DIANE F. LOCKNER, Official Reporter of the above-mentioned court, was assigned as shorthand reporter to report the testimony and proceedings contained herein; and did act as such reporter and was by me directed to reduce the said shorthand notes to typewriting.



Judge of the Municipal Court
Downey Judicial District
County of Los Angeles

I hereby certify that I am an Official Shorthand Reporter of the above-entitled court. Pursuant to the Judge's certificate above, I was assigned to report, and did correctly report the testimony and proceedings contained herein; that the foregoing is a true and correct transcription of my said notes and a true and correct statement of said testimony and proceedings.



Official Reporter, CSR No. 6026