

QuickConfirm License Verification Report

Primary Source Boards of Nursing Report Summary for

KRYSTAL JEAN LEE [NCSBN ID: 21215721]

Wednesday, October 28 2020 08:23:54 PM

Disclaimer of Representations and Warranties

Through a written agreement, participating individual state boards of nursing designate Nursys as a primary source equivalent database. NCSBN posts the information in Nursys when, and as, submitted by the individual state boards of nursing. NCSBN may not make any changes to the submitted information and disclaims any responsibility to update or verify such information as it is received from the individual state boards of nursing. Nursys displays the dates on which a board of nursing updated its information in Nursys.

This report is not sufficient when applying to another board of nursing for licensure. Use the "Nurse License Verification for Endorsement" service to request the required verification of licensure.

Contact the board of nursing for details about the Nurse Practice Act, which includes nurse scope of practice and privileges and information about advanced nursing practice roles (practice privileges, prescription authority, dispensing privileges & independent practice privileges).

UNENCUMBERED means that the nurse has a full and unrestricted license to practice by the state board of nursing.

All Discipline/final orders data are submitted by the primary source Boards of Nursing. Boards may choose whether or not to report discipline actions with accompanying NPDB codes and copies of final orders. No distinction should be drawn from the presence or absence of this supplementary information. Please contact the boards of nursing for all questions.

Name on License	License Type	License State	License	Active	License Status	License Original Issue Date	License Expiration Date	Compact Status
LEE, KRYSTAL JEAN	RN	IDAHO	38357	NO	EXPIRED (see history)	07/30/2008	07/30/2020	NONE
<p>Primary source Boards of Nursing discipline/final orders history Contact the boards of nursing for any questions</p> <ul style="list-style-type: none"> • Discipline/Final Orders state: IDAHO • Date action was taken: 07/02/2020 • Against privilege to practice (PTP): NO • Basis for action <ul style="list-style-type: none"> ◦ NPDB code: 19 - CRIMINAL CONVICTION <hr/> <ul style="list-style-type: none"> • NPDB code: 1135R - SUSPENSION OF LICENSE • Revision action date: 07/30/2020 • Effective date(s): 07/30/2020 - INDEFINITE/UNSPECIFIED • Is license automatically reinstated after the effective date(s): NOT SUPPLIED • Official primary source board order(s). Also check with the board of nursing for any subsequent or superseding orders. <ul style="list-style-type: none"> ◦ lee_FoFFO.pdf <hr/> <ul style="list-style-type: none"> • NPDB code: 1138 - SUMMARY OR EMERGENCY LIMITATION OR RESTRICTION ON LICENSE • Initial action date: 07/02/2020 • Effective date(s): 07/02/2020 - 07/30/2020 • Is license automatically reinstated after the effective date(s): NO • Official primary source board order(s). Also check with the board of nursing for any subsequent or superseding orders. <ul style="list-style-type: none"> ◦ 2_2_Lee_Emergency_Suspension_2-Jul-2020.pdf 								

Where can the nurse practice as an RN and/or PN?

Authorized to Practice in

Based on the information provided to Nursys from the boards of nursing, this nurse does not have authorization to practice in any of the Nursys participating states.

Non-participating: MI. Non-participating boards of nursing do not submit licensure data to Nursys. Please contact them for authorization to practice details.

APRN authorization to practice details are not available.

License type information

- **RN:** Registered Nurse
- **PN:** Practical Nurse (aka Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- **CNP:** Certified Nurse Practitioner
- **CNS:** Clinical Nurse Specialist
- **CNM:** Certified Nurse Midwife
- **CRNA:** Certified Registered Nurse Anesthetist

License status information

- Unencumbered (full unrestricted license to practice)
- Cease & Desist
- Denial of License
- Expired
- Other license action
- Probation
- Reprimand
- Restriction
- Revoked
- Suspension
- Voluntary agreement to refrain from practice
- Voluntary Surrender

Nurse Licensure Compact (NLC) information

- **Multistate licensure privilege:** Authority to practice as a licensed nurse in a remote state under the current license issued by the individual's home state provided both states are party to the Nurse Licensure Compact (NLC) and the privilege is not otherwise restricted.
- **Single state license:** A license issued by a state board of nursing that authorizes practice only in the state of issuance.
- **Privilege to Practice (PTP):** Multistate licensure privilege is the authority under the Nurse Licensure Compact (NLC) to practice nursing in any compact party state that is not the state of licensure. All party states have the authority in accordance with existing state due process law to take actions against the nurse's privilege such as: revocation, suspension, probation or any other action which affects a nurse's authorization to practice.



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Official primary source board order(s) are attached for the following discipline/final orders.

Also check with the board of nursing for any subsequent or superseding orders.

Primary source Boards of Nursing discipline/final orders histor

Contact the boards of nursing for any question

- **Discipline/Final Orders state:** IDAHO
 - **Date action was taken:** 07/02/2020
 - **Against privilege to practice (PTP):** NO
 - **Basis for action**
 - **NPDB code:** 19 - CRIMINAL CONVICTION
-

- **NPDB code:** 1135R - SUSPENSION OF LICENSE
 - **Revision action date:** 07/30/2020
 - **Effective date(s):** 07/30/2020 - INDEFINITE/UNSPECIFIED
 - **Is license automatically reinstated after the effective date(s):** NOT SUPPLIED
 - **Official primary source board order(s). Also check with the board of nursing for any subsequent or superseding orders.**
 - lee_FoFFO.pdf
-

- **NPDB code:** 1138 - SUMMARY OR EMERGENCY LIMITATION OR RESTRICTION ON LICENSE
- **Initial action date:** 07/02/2020
- **Effective date(s):** 07/02/2020 - 07/30/2020
- **Is license automatically reinstated after the effective date(s):** NO
- **Official primary source board order(s). Also check with the board of nursing for any subsequent or superseding orders.**
 - 2_2_Lee_Emergency_Suspension_2-Jul-2020.pdf

BEFORE THE IDAHO STATE BOARD OF NURSING

In the Matter of the License of:

KRYSTAL JEAN LEE,
License No. N-38357,

Respondent.

Case No. BON 20-028

**ORDER OF EMERGENCY
SUSPENSION OF LICENSE**

This matter having come before the Idaho State Board of Nursing (hereinafter the “Board”) as an emergency proceeding pursuant to the provisions of the Idaho Administrative Procedure Act, Idaho Code § 67-5247, and the provisions of the Idaho Nursing Practice Act, title 54, chapter 14, Idaho Code, the Board finds and orders as follows:

FINDINGS OF FACT

After reviewing the file in this matter, it is hereby found that:

1. Krystal Jean Lee (hereinafter “Respondent”) holds registered nursing license no. N-38357 to practice professional nursing in the State of Idaho.
2. Ms. Lee entered a Plea Agreement in the District Court of Teller County, Colorado in Case No. 19CR17 on February 8, 2019. A true and correct copy is attached as Exhibit A.
3. A letter was included in her Plea Agreement, which detailed her involvement in the cover-up and destruction of evidence in the homicide of a female individual that occurred on or around November 22, 2018. (*Id.*) The Plea Agreement was offered for the exchange of her knowledge regarding the homicide. (*Id.*)
4. Based upon this Plea Agreement, Ms. Lee offered testimony regarding the homicide, wherein the defendant was convicted of first-degree murder.
5. A criminal Judgment of Conviction in the District Court of Teller County, Colorado in Case No. 19CR17 occurred on January 28, 2020 where she was convicted of Tampering with Physical

Evidence-Destroy, a felony in violation of C.R.S. 18-8-610(1)(a). A true and correct copy is attached as Exhibit B.

6. Ms. Lee was offered a voluntary surrender and stipulation. A true and correct copy is attached as Exhibit C.

7. With no response having occurred, and giving her involvement in the crime, this suspension is necessary in the interest of public health, safety and welfare.

CONCLUSIONS OF LAW

Based upon the above findings of fact, the Board hereby reaches the following conclusions of law:

1. Idaho Code § 54-1401 provides that in order to safeguard the public health, safety and welfare, it is in the public interest to regulate and control nursing in the State of Idaho, to promote quality health care services, to prohibit unqualified and dishonest persons from practicing nursing, and to protect against acts or conduct which may endanger the health and safety of the public.

2. Idaho Code § 54-1404 provides that the Board shall be responsible for the control and regulation of the practice of nursing in Idaho including the suspension, revocation, restriction, or other discipline of licenses to practice nursing.

3. Idaho Code § 54-1413(1)(c) provides that the Board may revoke, suspend, or otherwise take disciplinary action against a licensed nurse who is convicted of a crime that is deemed relevant in accordance with section 67-9411(1), Idaho Code.

4. Idaho Code § 54-1413(1)(f) provides that the Board may revoke, suspend, or otherwise take disciplinary action against a licensed nurse who is physically or mentally unfit to practice nursing.

5. Idaho Code § 54-1413(1)(h) provides that the Board may revoke, suspend, or otherwise take disciplinary action against a licensed nurse engages in conduct of a character likely to deceive,

defraud or endanger patients or the public, which includes, but is not limited to, failing or refusing to report criminal conduct or other conduct by a licensee that endangers patients

6. Pursuant to Idaho Code § 67-5247, the Board may act through an emergency proceeding in a situation involving an immediate danger to the public health, safety, or welfare requiring immediate agency action. The Board is authorized to take such actions as are necessary to prevent or avoid the immediate danger that justifies the use of emergency contested cases.

7. Pursuant to Board Policy V-Complainant Mangement-6 (Summary Action), the Board's Executive Director may initiate the immediate removal, on an emergency basis and prior to a hearing, of the authority of a licensed nurse to practice nursing when there is documented evidence of a significant, high potential for imminent harm to the public.

8. The findings of fact set forth above, inclusive of Exhibits A, B & C attached hereto, constitute grounds for the Board to act in an emergency proceeding to protect the public health, safety or welfare.

9. The findings of fact set forth above, inclusive of Exhibits A, B & C attached hereto, constitute grounds for the immediate suspension of Respondent's license to practice nursing in the State of Idaho. This suspension is necessary to prevent or avoid an immediate danger to the public health, safety or welfare.

ORDER


Now, THEREFORE, this matter having properly come before the Idaho State Board of Nursing through its Executive Director, and based upon the above findings of fact and conclusions of law, License No. N-38357 issued to Respondent Krystal Jean Lee to practice nursing in the State of Idaho is hereby immediately **SUSPENDED** until the completion of any proceeding by the Board that would be required for the suspension or revocation of her license if this matter did not involve an immediate danger. The Board shall proceed as quickly as feasible to complete such proceedings.

The Board will either affirm or reject this order, or enter such further order, as it deems appropriate and necessary.

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IT IS SO ORDERED this 2nd day of July, 2020.



RUSSELL S. BARRON, MBA CPM
Executive Director
Idaho Board of Nursing

NOTICE OF DUE PROCESS RIGHTS

Pursuant to Board of Nursing Rule 134 and Idaho Code § 67-5247 you have the right to a hearing before the Board on this suspension, if you so desire.

To request a hearing, you must specifically do so in writing addressed to: Idaho Board of Nursing, PO Box 83720, Boise, ID 83720-0061. Your mailing must be made by “certified mail”, return receipt requested and must be sent no later than twenty (20) days after service of this suspension order (that is, the date this order was mailed to you). Failure to request a hearing as specified herein will constitute a waiver of your right to request a hearing.

If a hearing is timely requested, this suspension order and the underlying grounds will be reviewed by the Idaho Board of Nursing at its next regularly scheduled meeting (July 30 & 31, 2020).

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 2 day of July, 2020, I caused to be served a true and correct copy of the foregoing **ORDER OF EMERGENCY SUSPENSION OF LICENSE** addressed as follows:

Karen Sheehan
Deputy Attorney General
Office of the Attorney General
PO Box 83720
Boise, Idaho 83720-0010

- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail

Krystal Jean Lee/Kenney
Teller County Detentions Facility
P.O. Box 730
Divide, CO 80814


- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail

Melissa Kippes
c/o Kippes & Bergen
320 2nd Avenue North
Twin Falls, ID 83301

- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail

Robert Berry
Deputy Attorney General
Office of the Attorney General
PO Box 83720
Boise, Idaho 83720-0010

- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail



Board of Nursing Administrative Support
Idaho Board of Nursing

Exhibit A

Krystal Jean Lee N-38357, BON Case No. 20-028
EMERGENCY SUSPENSION ORDER

Exhibit A

Krystal Jean Lee N-38357, BON Case No. 20-028
EMERGENCY SUSPENSION ORDER

FILED IN THE COMBINED COURTS OF TELLER COUNTY, COLORADO DISTRICT COURT, Teller County, Colorado Court Address: 101 West Bennett Avenue Cripple Creek, Colorado 80813		DATE FILED: February 8, 2019 FEB 08 2019
PEOPLE OF THE STATE OF COLORADO v. Krystal Lee Kenney, Defendant	SHEILA GRIFFIN CLERK OF COURT	COURT USE ONLY
Deputy District Attorney: Jennifer Viehman Attorney Registration #: 33163 Add.: 105 E. Vermijo Colorado Springs, CO. 80903 Phone Number: 520-6000 District Attorney: Daniel H. May, # 11379		Case No. 19CR17 Div: 11 Ctrm:
PLEA AGREEMENT		

1. I am the defendant. My name is Krystal Lee Kenney.
2. I wish to plead guilty to the following: Tampering with Physical Evidence, a Class 6 felony.
3. I understand the nature of the charge(s) and the elements of each offense to which I am pleading and the effect of my plea.
4. The elements of the offense(s) to which I am pleading guilty are:
 - 1) That the defendant,
 - 2) in the State of Colorado, at or about the date and place charged,
 - 3) believing that an official proceeding was pending or about to be instituted, and acting without legal right or authority,
 - 4) unlawfully and feloniously destroyed, mutilated, concealed, removed, or altered physical evidence
 - 5) with intent to impair its verity or availability in the pending or prospective official proceeding
- ~~5. I agree that I was on N/A for a felony crime, at the time I committed this crime, in the following case(s):~~
- ~~6. I understand that the District Attorney will move to dismiss the following charge(s) in the following specified Count(s), and/or the following cases, if applicable: N/A~~
7. As to sentencing, I agree:


 Defendant's Initials

- 1) The potential sentence would be a sentence to the Colorado Department of Corrections (DOC) in the range of 1 year to 18 months or up to 3 years in the aggravated range, community corrections or probation. The actual sentence will be open to the Court.
- 2) Sentencing for the Defendant shall not occur until the trial against the co-defendant Patrick Frazee, or any other person or persons charged concerning the homicide of Kelsey Berreth, have been completed. The Defendant agrees to testify truthfully at any trial or proceeding concerning the death of Kelsey Berreth.
- 3) The Defendant acknowledges and accepts all terms and conditions for this plea agreement outlined in the plea and cooperation letter between the Defendant and the District Attorney's Office, dated December 20, 2018. A copy of this letter is attached as Attachment A to this plea agreement.
- 4) The Defendant shall pay felony court costs, restitution, and all surcharges that apply as ordered by the court. The Defendant stipulates to causation for restitution purposes.
- 5) If the Defendant fails to comply with the terms of this plea agreement as outlined above or outlined in Attachment A, the People may withdraw from this agreement and file additional charges as well as prosecute the original charge to which I am pleading.

If Part "7" above states a sentencing agreement, I understand that any sentence imposed by the judge must conform to that agreement. If, after I plead guilty, the judge decides not to accept the sentence recommendation or limitation, I will have the right to withdraw my guilty plea and have a trial. I also understand that if the court changes the terms of the written plea agreement, without the consent of both the prosecution and myself, the defendant, it is a material and substantial breach of the agreement and either the prosecution or I, the defendant, may withdraw from the agreement.

8. I speak, read and understand the English language.
9. I am not under the influence of any alcohol, medication or drugs. My physical and mental health is satisfactory. I am 32 years of age. My date of birth is 4/4/86. I have gone to school up to and including Bachelor's Degree
10. I have consulted with my lawyer concerning this matter and I am satisfied with what my lawyer has done for me.
11. I have been advised and understand that:
 - a. I do not need to make any statement. Any statement I make may be used against me;

KK

Defendant's Initials

- b. I have a right to a lawyer. If I cannot afford a lawyer the Court will appoint one for me;
 - c. Any plea I make must be voluntary and must not be the result of any undue influence, coercion, or force by anyone;
 - d. I have a right to bail if the offense is bailable, and have been told the amount of my bail;
 - e. I have been advised of the nature of the charges against me and of my right to a preliminary hearing and a jury trial.
 - f. I have the right to plead "Not Guilty" to any offense charged against me. If I choose to plead "Not Guilty" the Constitution guarantees me:
 - 1. the right to a speedy and public jury trial;
 - 2. the right to representation by a lawyer before trial and at trial;
 - 3. the right to see, hear and face in open court all witnesses called to testify against me and to cross examine them;
 - 4. the right to have the prosecution prove each element of each offense charged in this matter beyond a reasonable doubt;
 - 5. the right to remain silent;
 - 6. the right not to testify;
 - 7. the right to testify if I want to;
 - 8. the right to the presumption of innocence;
 - 9. the right to subpoena and call witnesses on my behalf;
 - 10. the right to legal defenses and to an alibi defense if one exists;
 - 11. the right to appeal any conviction;
 - 12. I understand that if I tender a plea of guilty I give up all of these rights.
12. My plea is voluntary and is not the result of any promises or representations from anyone, including my lawyer, or of undue influence or coercion or force by anyone.
13. I expressly waive my right to trial by jury on all issues.
14. I fully understand that if the Court accepts my plea:
 - a. The possible penalties for the charge(s) to which I am pleading guilty include a sentence to the Department of Corrections for a definite term of between 1 year and eighteen months and a fine from \$1000 to \$100,000.

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Defendant's Initials

- b. If the Court finds extraordinary aggravating circumstances apply, other than those listed in paragraphs 14.f. and 14.g., the possible penalties include a sentence to the Department of Corrections for a term greater than the presumptive range in 14.a. to double the maximum term, making a term as long as 3 years.
- c. If the Court finds extraordinary mitigating circumstances then it may sentence me to a term as short as 6 months on a class 6 felony. The Defendant agrees that the minimum sentence in her case is 1 year.
- d. A mandatory period of parole of 1 year will be added to any sentence I receive, and will begin immediately upon my discharge from imprisonment in the Department of Corrections.
- e. If I was on parole or probation for a felony, or if I was in confinement or in any correctional institution for a felony, or was an escapee from any correctional institution for a felony, or if I was on an appeal bond following a conviction for a previous felony, at the time of the commission of the offense(s) in this case, or if I am pleading guilty to a crime of violence under §18-1.3-406, C.R.S., the Court must, if it sentences me to the Department of Corrections, sentence me to a term of at least the midpoint in the presumptive range but not more than twice the maximum term authorized in the presumptive range.
- f. If at the time of the commission of this felony, I was charged with or was on bond for a felony in a previous case and I was convicted of any felony in the previous case, or if I was on bond for having pled guilty to a lesser offense when the original offense charged was a felony, or if I was under a deferred judgment and sentence for another felony at the time of the commission of the felony, or if I was on parole for having been adjudicated a delinquent child for an offense which would be a felony if committed by an adult, the Court must, if it sentences me to the Department of Corrections, sentence me to at least the minimum in the presumptive range but not more than twice the maximum term authorized in the presumptive range.
- g. I understand that that if I have been convicted of two or more felonies in the State of Colorado, any other state, and/or the United States (i.e. federal or military charges) I will not be eligible for probation without the consent of the district attorney if one of my prior felony convictions or the crime to which I am pleading guilty to is: First Degree Murder, Second Degree Murder, Manslaughter, First Degree Assault, Second Degree Assault, First Degree Kidnapping, Second Degree Kidnapping, a felony sex offense other than failure to register as a sex offender, First Degree Arson, First Degree Burglary, Second Degree Burglary, Robbery, Aggravated Robbery, Theft from the Person of another, or a felony offense committed against a child. This includes any crimes involving the attempt to commit one of the listed crimes or conspiracy to commit any of the listed crimes.
- j. If I am granted probation, the possible penalties include, as a condition of probation, a sentence of up to 90 days in the county jail or up to two years in the work release facility for a felony, up to 60 days in the county jail or up to two years in the work release facility for a misdemeanor, (or up to

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Defendant's Initials

the maximum sentence that could be imposed for that misdemeanor, whichever is less) and up to 30 days for a petty offense.

15. I understand that the Court will not be bound by any representations or promises made to me concerning penalties to be imposed or the granting or denial of probation, no matter who made them, unless written down as part of this plea agreement.
16. I agree that there is a factual basis for the plea of guilty to the crime charged in this matter and I will lay a full factual basis on the record upon entry of this plea agreement. I have prepared my own statement telling what happened, stating the basic facts which make me think I am guilty. This statement is part of Attachment B. The events I refer to in this statement occurred in Teller County, Colorado, at the approximate time charged in the information.
17. I expressly agree to waive any rights I have under C.R.S. 18-1-1101 through 1108 concerning the preservation, retention, disposal, or destruction of any evidence in this case, including evidence that may contain relevant DNA evidence. I expressly agree to waive any requirements to notice, a right to objection, or the ability to request for hearing. I waive these rights concerning any evidentiary items taken into evidence on the case I am being prosecuted for, and for any of my cases being disposed of or dismissed as part of a plea agreement. I waive any right to review a formal evidence list/summary of said evidence in all cases. I have reviewed with my counsel the discovery in the cases subject to this waiver, including a description of all evidence held in the cases subject to this waiver. The discovery will constitute a written list describing all evidence that is subject to this waiver. I agree to allow the District Attorney and/or the Custodian of Evidence to make all decisions regarding retention and/or destruction of evidence in this case. Any exceptions to this waiver will be listed out explicitly in the plea agreement.
18. I expressly agree to waive and give up any right I may have, now or in the future, to request that any records related to this case be sealed, or to have the Court order such sealing, whether provided by §24-72-702, §24-72-702.5, §24-72-704, §24-72-705, §24-72-706, §24-72-707, §24-72-708, §24-72-709, C.R.S., or any other provision of law. This waiver also applies to the sealing of any of my cases that have been disposed of or dismissed as part of this plea agreement.

I may only petition the court to have my records sealed if, and only if, I am pleading guilty as part of a stipulation for deferred judgment and sentence and this plea agreement expressly states in another provision that the District Attorney has agreed to permit me to petition to seal my records in the future. In that circumstance, I may only petition if I have successfully completed each and every condition or term of the deferred sentence, and this entire case is thereafter dismissed upon my full and complete compliance with this deferred sentence. Under those limited circumstances, the District Attorney agrees to allow me to pursue any right I may have to request that any records related to this case be sealed, or to have the Court order such sealing, pursuant to §24-72-702, §24-72-702.5, §24-72-704, §24-72-705, §24-72-706, §24-72-707, §24-72-708, or §24-72-709, C.R.S. The District Attorney reserves the right to appear and object at any hearing regarding sealing of this matter.

19. If I was 18 or 19 years of age when the crime was committed and under 21 years of age when sentenced, I expressly agree to waive and give up any right I may

have to be eligible for a sentence to Youth Offender Services, pursuant to C.R.S. 18-1.3-407.5.

20. I agree to the following regarding probation, supervision by the probation department or deferred sentencing:
- 1) I agree that if I am being considered for probation or a deferred judgment and sentence that includes supervision by the probation department under the terms and conditions of this plea agreement, including probation or deferred judgment and sentence that is transferred to another jurisdiction, that I shall undergo a substance abuse assessment and that I must comply with the recommendations of that substance abuse assessment as a condition of my probation, deferred sentence or sentence.
 - 2) If the court determines, based on any material evidence, that a prohibition against possession or use of medical marijuana is necessary and appropriate to accomplish the goals of sentencing then I shall be prohibited from possessing or using medical marijuana during the period of probation or deferred judgment and sentence.
 - 3) I agree that if I am sentenced to probation (supervised or unsupervised) for conviction of a crime under Article 43.3 of Title 12, or if I receive a deferred judgment and sentence for such crime, that I shall be prohibited from possessing or using medical marijuana during the period of probation or deferred judgment and sentence.
 - 4) I agree that during my probation (supervised or unsupervised) or deferred judgment and sentence I shall be prohibited from acting as an assigned caregiver to any medical marijuana patient and I shall be prohibited from operating or working in any capacity at a medical marijuana dispensary.
 - 5) I agree that during my probation (supervised or unsupervised) or deferred judgment and sentence I shall be prohibited from consuming alcohol to excess or at all as ordered by the Court.
 - 6) I agree that during my probation (supervised or unsupervised) or deferred judgment and sentence I shall be prohibited from using recreational marijuana, using controlled substances, and using any dangerous or abusable drug without a prescription.
21. I agree that if I commit any new crime between now and the time of sentencing or if I fail to appear for sentencing, unless it is unavoidable (to be determined by the judge), then any sentencing recommendation or restriction in Paragraph 7 shall not apply, and sentencing shall be left completely open to the discretion of the judge on all counts to which I have pled guilty. I agree that I will not be allowed to withdraw my pleas(s) and that the district attorney may, in addition, file any applicable bond jump charges.
22. I am a citizen of the United States, or if I am not a citizen of the United States, I understand that conviction of a crime may result in deportation, exclusion from admission to the United States, or denial of naturalization. I certify that my attorney has advised me that my guilty plea may carry a risk of adverse immigration consequences, which may include deportation, a denial of naturalization, and other consequences, and in some cases, depending on the crime to which I am pleading guilty, that deportation is a certainty.
23. I understand that if my guilty plea is accepted by this Court for any of the crimes listed below, no bail is allowed:

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Defendant's Initials

- (a) Murder;
- (b) Felony sexual assault involving the use of a deadly weapon;
- (c) Felony sexual assault committed against a child under 15 years of age;
- (d) A crime of violence;
- (e) A felony involving the use of a firearm.

24. I understand that upon entry of a plea of guilty to, or the receipt of a deferred judgment and sentence for any drug offense in Article 18 of Title 18, C.R.S., or any attempt to commit such offense, the Court shall require the payment of a surcharge to the Clerk of the Court in the following amounts:

For each class 2 felony, \$4,500.00
 For each class 3 felony, \$3,000.00.
 For each class 4 felony, \$2,000.00.
 For each class 5 felony, \$1,500.00.
 For each class 6 felony, \$1,250.00.
 For each class 1 misdemeanor, \$1,000.00.
 For each class 2 misdemeanor, \$600.00.
 For each class 3 misdemeanor, \$300.00.
 For each class 2 petty offense pursuant to §18-18-406(1), \$200.00.

25. I understand that upon entry of a plea of guilty to, or the receipt of a deferred judgment and sentence for any crime against an at-risk adult or an at-risk juvenile, or identity theft pursuant to 18-5-902, or any attempt to commit such offense, the Court shall require the payment of a surcharge to the Clerk of the Court in the following amounts:

For each class 2 felony, \$1,500.00
 For each class 3 felony, \$1,000.00
 For each class 4 felony, \$500.00
 For each class 5 felony, \$375.00
 For each class 6 felony, \$250.00
 For each class 1 misdemeanor, \$200.00
 For each class 2 misdemeanor, \$150.00
 For each class 3 misdemeanor, \$75.00

26. I agree to forfeit all weapons, magazines and ammunition held as evidence in this case, or held as evidence in any case disposed of or dismissed as part of this plea agreement, and further I agree to allow the law enforcement agency in possession of these items to dispose of them at their discretion. I agree to forfeit all drugs, drug paraphernalia, or drug-related items (e.g., scales, baggies, etc.) held as evidence in this case, or held as evidence in any case disposed of or dismissed as part of this plea agreement, and further I agree to allow the law enforcement agency in possession of these items to dispose of them at their discretion.

27. I agree to pay all restitution within the term of my original sentence. I agree to pay restitution for all counts and cases governed by this plea agreement, including counts and/or cases dismissed as part of this plea agreement. I further stipulate to causation for restitution purposes in this case and in any case(s) dismissed as part of this agreement. The restitution amount will include all losses pursuant to statute and case law, including 8% interest from the date of loss and simple interest from the date of the entry of the order at the rate of 8%

per annum. Restitution shall be payable jointly and severally with any convicted co-defendants. The District Attorney's Office will act in good faith to provide correct information establishing the amount of restitution within 91 days of sentencing. I understand that court ordered restitution is a condition of my sentence and failure to pay court ordered restitution could result in revocation or lead to the institution of other future proceedings against me. Pursuant to C.R.S. §16-18.5-105, if the court finds I failed to pay restitution when I had the ability to pay, the court may revoke my probation and impose any other sentence permitted by law, impose jail with a recommendation that I participate in a work release program, extend the period of my probation, and/or find me in contempt of court and impose any authorized penalties for contempt.

- a. As part of my plea agreement with the People, I am agreeing to pay restitution in the other cases and counts that the People have agreed to dismiss. I understand that I engaged in misconduct in the other cases which caused a loss to victims in those cases and that it would be helpful to me in my rehabilitation to be required to make those victims whole. In order to obtain the benefit of the plea offer presented to me by the People I am agreeing to pay restitution in case(s) N/A and the remaining counts in the current case. I understand that the restitution ordered will become a condition of the sentence the court imposes on the case to which I am entering a plea of guilty and my failure to pay that restitution could lead to revocation proceedings instituted against me in the future.
28. I understand that I may be ordered to make payments of a monetary amount as part of my sentence. I understand that if I am granted probation and I am ordered to pay a monetary amount, the payment of the monetary amount will be a condition of my probation.
- a. The court will have a designated official which shall report any failure to pay a monetary amount to the court. If my sentence is to unsupervised probation, the designated official is the division staff for the division to which my case is assigned. If my sentence is any other sentence, the designated official is the collections supervisor.
 - b. I understand that if at any time I am unable to pay the monetary amount due that I must contact the court's designated official or appear before the court to explain why I am unable to pay the monetary amount.
 - c. I understand that if I have the ability to pay the monetary amount as directed by the court or the court's designee but I willfully fail to pay, I may be imprisoned for failure to comply with the court's order to pay.
 - d. I understand that if I willfully fail to pay a monetary amount due, the court may impose part or all of a suspended sentence, may revoke my probation or may hold me in contempt of court.
 - e. I understand that if I fail to appear at a hearing to impose a suspended sentence or to revoke probation or a contempt hearing that a warrant may be issued for my arrest.
 - f. I understand that if I am found to be in contempt of court for willful failure to pay, I may be imprisoned for a period not to exceed:
 - i. For a felony, one year.

- ii. For a misdemeanor, one-third of the maximum term of imprisonment authorized for the misdemeanor.
- iii. For a petty offense or a traffic violation punishable by a possible jail sentence, fifteen days.

g. I understand that if I receive a sentence of imprisonment and then am found to be in contempt of court for willful failure to pay, the total period of time I am ordered to be imprisoned will not exceed the maximum term of imprisonment authorized for the offense(s) to which I am pleading guilty.

29. I agree that my plea will be final. Only the judge will have the power to reject this agreement later. Once I plead guilty in court, I will not be allowed to change my mind.

30. I have read and understand this entire document. I have discussed the document and my plea fully with my lawyer.

Signed by me in the presence of my attorney on:

2/7/19
Date

[Signature]
Defendant's Signature

2/8/19
Date

[Signature]
Jennifer Viehman
Deputy District Attorney, #33163

Defendant's Address

City, State, Zip

2/7/19
Date

[Signature]
Attorney for Defendant, # 28775

3200 Cherry Creek So. Drive

Denver, CO 80210
Attorney's Address

Attorney's Phone No. 720-440-8155



OFFICE OF THE DISTRICT ATTORNEY

4th JUDICIAL DISTRICT

Daniel H. May
District Attorney

Kim L. Kitchen
Assistant District Attorney

December 20, 2018

Dru Nielsen
3200 Cherry Creek South
Suite 700
Denver, CO 80209
(Sent via email to dru@eytan-nielsen.com)

Re: Krystal Lee

Dear Ms. Nielsen:

I understand that you represent Krystal Lee concerning her involvement in cover-up and evidence destruction in the homicide of Kelsey Berreth that occurred on or about November 22nd of 2018. We have discussed your client agreeing to cooperate in the investigation into the murder of Kelsey Berreth and testify in any prosecution resulting from this investigation. You have indicated that your client was solicited to kill Kelsey Berreth which she ultimately abandoned and did not follow through in the murder of Kelsey Berreth. You have indicated she aided in the cover up of the murder. Based upon these representations, your client could be charged with accessory to first degree murder, a class four (4) felony in the State of Colorado as well as multiple charges of tampering with evidence, class six (6) felonies.

In this regard we are sending a formal offer letter with regard to your client's willingness to come forward and provide information and cooperation to law enforcement for a negotiated plea agreement.

After discussions with the law enforcement agencies involved and considering your client's decision to assist in the investigation and prosecution of the above, the District Attorney's Office is willing to make your client a plea offer. The plea offer is being extended in exchange for her knowledge of the death of Kelsey Berreth as well as any actions she may have taken after her death to assist Patrick Frazee or others in the concealment, destruction or alteration of any physical evidence that would have led to the discovery of this crime.

As you are aware from our discussions, it is our desire to obtain the truth about what happened to Kelsey Berreth and we believe your client can provide details of the events before and after her death. You have provided the following information to us regarding your client's involvement prior to, during and/or after the homicide:

- We are aware your client was contacted by Patrick Frazee several weeks prior to Kelsey Berreth's death and Patrick solicited your client to murder Kelsey Berreth.
- You have informed us that:
 - Your client was aware that Patrick Frazee wanted Kelsey Berreth dead.
 - Your client was solicited by Patrick Frazee to kill Kelsey Berreth, she came to Colorado and met Kelsey Berreth at Patrick's direction, she ultimately abandoned and did not follow through in the murder of Kelsey Berreth.
 - Kelsey Berreth was murdered on or about November 22, 2018. Your client had previous to that abandoned any efforts to murder Kelsey Berreth and did not aid, plan or participate in the murder that did take place on or about November 22, 2018.



OFFICE OF THE DISTRICT ATTORNEY

4th JUDICIAL DISTRICT

Daniel H. May
District Attorney

Kim L. Kitchen
Assistant District Attorney

- Ms. Lee did not know that Mr. Frazee was going to kill Ms. Berreth on November 22, 2018, nor did she participate in her murder.
- When Ms. Lee discovered that Ms. Berreth had been killed, she assisted Mr. Frazee in attempting to conceal the crime, including destroying evidence.

It is our understanding and belief, based on all available information at this point, that the information provided above is truthful and accurate and does not implicate your client in the actual murder of Kelsey Berreth. If we are to learn that your client took additional actions to assist Mr. Frazee in Ms. Berreth's murder on or about November 22, 2018, or participated in the homicide, this agreement will be null and void and further, any information, statements made by your client or evidence collected in this process could be used against her in a subsequent prosecution.

It is the desire of investigators to get a full and complete understanding of what happened to Kelsey Berreth as well as information about who was involved in this homicide or the cover up. We are not interested in your client merely giving self-serving statements and minimizing her involvement. We are interested in the truth. To that end, this office expects you will have a candid conversation with your client concerning the need for her to truthfully and fully provide information and truthfully testify if necessary concerning Ms. Berreth's murder.

Provided that we are satisfied that your client has provided truthful information and full cooperation, we are willing to make the following offer to your client. Ms. Lee would plead guilty to Tampering with Physical Evidence, C.R.S. § 18-8-110, a Class Six (6) felony. We would agree not to file charges of Accessory to a Crime, C.R.S. § 18-8-105 or additional Tampering with Physical Evidence charges. The potential sentence would be a sentence to the Colorado Department of Corrections (DOC) in the range of 1 year to 18 months or up to 3 years in the aggravated range, community corrections or probation. The actual sentence would be up to the Court.

Your client would initially plead guilty and await sentencing until after she has testified in all trials that may result from this investigation unless otherwise ordered by the Court. Under this agreement, no further charges would be brought against your client regarding the homicide of Kelsey Berreth.

In return for this offer, your client would perform the following conditions:

1. Your client would agree to provide a complete and truthful statement as soon as possible to law enforcement regarding any and all information she has about the solicitation, murder, and cover up of the murder of Kelsey Berreth.
2. Your client agrees that the information given to law enforcement during her interview under this agreement will be complete and truthful and she agrees to testify truthfully and consistently with that statement against all persons and at all hearings as required by the District Attorney's Office and agrees to submit to a polygraph at law enforcement's discretion.
3. In her statement to law enforcement, your client agrees to describe where physical evidence is located and, if requested by law enforcement, physically take investigators to the location of any physical evidence for purposes of recovering evidence. This may include travel with law enforcement to all locations relevant to this investigation.
4. Your client agrees to assist law enforcement, should they request, in contacting Patrick Frazee or any other involved individuals.



OFFICE OF THE DISTRICT ATTORNEY

4th JUDICIAL DISTRICT

Daniel H. May
District Attorney

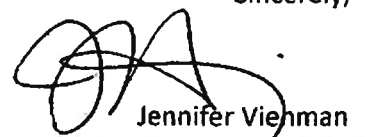
Kim L. Kitchen
Assistant District Attorney

5. Your client agrees to provide consent to law enforcement to search all digital evidence including but not limited to cellular telephones, computers and tablets. Additionally, your client agrees law enforcement can access her social media accounts as relevant to this investigation, including but not limited to Facebook, Twitter, Instagram and Snap Chat. Your client agrees to provide passwords or login codes for law enforcement to access all electronic media. Further, your client agrees to refrain from deleting any electronic information.
6. Your client would agree to testify truthfully in any hearing, trial or proceeding she is subpoenaed or requested to testify in, including any proceedings against Patrick Frazee and any other person or persons charged concerning the homicide of Kelsey Berreth.
7. Your client will agree to accept by either mail or email a subpoena to testify in any matter concerning the homicide of Kelsey Berreth, agree to waive extradition to Colorado and agree to honor every received subpoena.
8. Your client will make herself available for witness preparation for the prosecution or the defense upon reasonable notice provided to you. Your client also agrees to keep the District Attorney's Office updated with any change of address or information.
9. Your client will agree to additional interviews with law enforcement if necessary.
10. Your client agrees that she will not meet with nor be interviewed by a member of the press without prior approval of law enforcement or the District Attorney's Office.
11. Your client further understands that if she makes herself unavailable for or does not cooperate fully during interviews or testimony, or if she does not testify honestly, truthfully, completely and consistently with her statement in the prosecution of the above referenced case(s), that the District Attorney will be permitted to revoke this plea agreement and she will be prosecuted for any and all applicable charges that may apply.
12. Your client understands that should she commit perjury, or give false statements to any law enforcement officers or during her testimony at any motions hearing(s) or trial(s) in this matter, she will be prosecuted by the District Attorney's Office for perjury and the terms of this agreement will be revoked.
13. Your client understands that testimony includes testifying at trial, hearings or any other type of court proceedings, and post-conviction matters. Your client understands her testimony may be necessary at retrial(s) if a mistrial is declared or the case is reversed on appeal.

If at any point during the interview with investigators, or during testimony in the above-mentioned matters, if your client fails to make truthful statements, this offer is withdrawn and we shall proceed to fully prosecute your client under any and all applicable charges. A truthful statement is one that can be supported by other facts, physical evidence, prior statements or other corroboration. Investigators and this office will act in good faith in this matter.

Please contact me if you have questions.

Sincerely,



Jennifer Viehman
Senior Deputy District Attorney



OFFICE OF THE DISTRICT ATTORNEY
4th JUDICIAL DISTRICT

Daniel H. May
District Attorney

Kim L. Kitchen
Assistant District Attorney

I enter this agreement knowingly and voluntarily. No promises or representations have been to me except as stated herein. Reviewed, understood, and accepted:

Krystal Lee

Defendant

Date

Ms. Dru Nielsen

Attorney for Ms. Lee

Date

ATTACHMENT B: FACTS PROVIDED BY DEFENDANT

Name: Krystal Kenney

Date of Birth: 4/4/86

FACTS OF PRESENT CRIME(S)

In part III of my plea agreement, I am agreeing to plead guilty to a certain offense or offenses. I confess I committed the offense(s) as follows:

I learned that a crime had been committed
by Patrick Frazee. I knew that law enforcement
would be investigating that crime. I moved the
victim's cell phone with the intent to impair the
phones availability in the investigation. I had no
right to move the victim's cell phone.

2/7/19
Date:



Defendant

Exhibit B

Krystal Jean Lee N-38357, BON Case No. 20-028
EMERGENCY SUSPENSION ORDER

Exhibit B

Krystal Jean Lee N-38357, BON Case No. 20-028
EMERGENCY SUSPENSION ORDER

District Court, Teller County, State of Colorado
Case#:D0602019CR000017 Div/Room: 11

JUDGMENT OF CONVICTION, SENTENCE Amended

The People of the State of Colorado vs. **KENNEY, KRYSTAL JEAN**

DOB 4/04/1986

AKA: LEE, KRYSTAL JEAN
AKA: LEEKENNEY, KRYSTAL JEAN

DATE FILED: January 28, 2020
CASE NUMBER: 2019CR17

The Defendant was sentenced on: 1/28/2020
People represented by...: MAY, DANIEL
Defendant represented by: NIELSEN, DRU
UPON DEFENDANT'S CONVICTION this date of: 1/28/2020

The defendant pled guilty to:
Count # 1 Charge: TAMPERING W/ PHYSICAL EVIDENCE-DESTROY
C.R.S # 18-8-610(1) (a) Class: F6
Date of offense(s): 11/24/2018 to 11/24/2018 Date of plea(s): 2/08/2019

IT IS THE JUDGMENT/SENTENCE OF THIS COURT that the defendant be sentenced to
THE CUSTODY OF THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF CORRECTIONS
Department of Corrections 3.00 YEARS COUNT 1
3 YR DOC IN AGG RANGE; 1 YR MANDATORY PERIOD OF PAROLE; PAY COSTS AND FINES;
RESTITUTION OPEN 91 DAYS; ATD HAS 30 DAYS TO FILE OBJECTION /NJA
Plus a mandatory period of parole as required by statute.
Months on parole 0012
Court finds extraordinary aggravating circumstances.

The Defendant shall also pay the following costs:

	Assessed	Balance
\$	448.50	\$ 448.50

THEREFORE, IT IS ORDERED the Sheriff of TELLER COUNTY shall convey the
DEFENDANT to the following department TO BE RECEIVED AND KEPT ACCORDING TO LAW
COLORADO STATE DEPARTMENT OF CORRECTIONS DIAGNOSTIC CENTER

ADDITIONAL REQUIREMENTS

Commit no violations of law except traffic infractions for the term of
defendant's sentence
The restraining order pursuant to C.R.S. 18-1-1001 shall remain in effect
until final disposition of the action, or in the case of an appeal, until
disposition of the appeal.

JUDGMENT OF CONVICTION IS NOW ENTERED, IT IS FURTHER ORDERED OR RECOMMENDED:

DATE 1 28 2020 NPT _____ JUDGE/MAGISTRATE 
SCOTT A SELLS

CERTIFICATE OF SHERIFF

I CERTIFY THAT I EXECUTED THIS ORDER AS DIRECTED
DATE _____ SHERIFF _____
BY DEPUTY _____

Exhibit C

Krystal Jean Lee N-38357, BON Case No. 20-028
EMERGENCY SUSPENSION ORDER

Exhibit C

Krystal Jean Lee N-38357, BON Case No. 20-028
EMERGENCY SUSPENSION ORDER



IDAHO BOARD OF NURSING



BRAD LITTLE- GOVERNOR
JUDY TAYLOR- BOARD CHAIR
RUSSELL S. BARRON- EXECUTIVE DIRECTOR

280 NORTH 8TH STREET, SUITE 210
PO BOX 83720 (MAILING)
BOISE, ID 83720-0061
PHONE: (208)577-2476
FAX: (208)334-3262

February 18, 2020
SENT VIA CERTIFIED MAIL

Teller County Detentions Facility JAIL BACKLOG
P.O. Box 730
Divide, CO 80814
Attention: Krystal Lee Kenney aka: Krystal (Jean) Kenney (Lee), License No. RN-38357
Idaho Board of Nursing Investigation Case No. BON #19-068

*The enclosed documents have been mailed to the above addressee c/o Teller County detention facility.
The Idaho Board of Nursing was unable to locate the contact information for Ms. Lee's attorney in Idaho.*

Dear Ms. Kenney/Lee,

You are listed in the Idaho Board's (the Board) licensure database as holding an active Idaho Nurse Licensure Compact (NLC) multi-state license. The Idaho Board of Nursing is aware of the Judgment of Conviction in Criminal Case No. C.R.S # 18-8-610(1)(a), date of plea 02/08/2019, and conviction on 01/28/2020 in District Court, Teller County, State of Colorado Case #: D0602019CR000017 Div./Room: 11.

At this time, Idaho Board staff have completed the investigation into this concern, your self-report and alleged violation of the Nursing Practice Act and Rules of the Board of Nursing. The criminal conviction constitutes grounds for discipline on your Idaho license per: **Idaho Code §54-1413(c)** "*Is convicted of a felony or of any offense involving moral turpitude*" and **Board Rule IDAPA 23.01.01.100.02** Conviction of a Felony. "*Conviction of, or entry of a withheld judgment or a plea of nolo contendere to, conduct constituting a felony*".

Included with this correspondence, is the Idaho Board of Nursing **Voluntary Surrender of Nursing License** form for your signature, witness signature, date and return to the Board office indicating you choose to surrender your RN nursing license N-38357. As stated in the form, if you choose to *voluntarily surrender* your license you are waiving any right to a hearing or otherwise contest the allegations against you. The voluntary surrender of your license allows the Board to impose discipline against your license, which may include the revocation, suspension of your license or any other restriction on your license to practice nursing. If our office does not receive a valid signed, witnessed and date Voluntary Surrender form by Friday 02/14/20 by 5:00 p.m., the Board will proceed with formal discipline.

If you choose *not to surrender* your nursing license the Board will file a formal Administrative Complaint, informing you of the Nursing Practice Act violation and offering an evidentiary hearing and if no reply is received, the Board or its hearing officer will hear all the evidence, including the Findings of Fact and Conclusions of Law and act with a final decision in this matter.

For any questions regarding this process, you may contact Board staff at (208) 577-2476.
Respectfully, Idaho Board of Nursing Compliance Department

Enclosure: Voluntary Surrender form

**THE MISSION OF THE IDAHO BOARD OF NURSING IS TO REGULATE NURSING PRACTICE AND
EDUCATION FOR THE PURPOSE OF SAFEGUARDING THE PUBLIC HEALTH, SAFETY, AND WELFARE**

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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$ 6.90
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	

NURSING

Postmark
Here

Teller County Detentions Facility
 to: Krystal Lee Kenney Lee c/o DOC - JAIL BACKLOG
 P.O. Box 730
 Divide, CO 80814

AA
V/S
2/18/20
 Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature X <i>[Signature]</i>	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) TRIML SCHIRACK	C. Date of Delivery 2/21/20
<input type="checkbox"/> Is delivery address different from item 1? <input type="checkbox"/> Yes If delivery address below: <input type="checkbox"/> No	

Teller County Detentions Facility
 to: Krystal Lee Kenney Lee c/o DOC - JAIL BACKLOG
 P.O. Box 730
 Divide, CO 80814



9590 9402 5441 9189 6479 96

2. Article Number (Transfer from service label)

7016 1370 0000 2345 1899

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

BEFORE THE IDAHO STATE BOARD OF NURSING

In the Matter of the License of:)
KRYSTAL JEAN LEE,)
License No. N-38357,)
Respondent.)

Case No. BON 20-028

**FINDINGS OF FACT, CONCLUSIONS OF
LAW AND FINAL ORDER RE
EMERGENCY SUSPENSION**

INTRODUCTION AND PROCEDURAL HISTORY

On July 2, 2020, the Executive Director of the Idaho State Board of Nursing (hereinafter the “Board”) entered an Emergency Order immediately suspending License No. N-38357 issued to Respondent Krystal Jean Lee (hereinafter “Respondent”). The Emergency Order provided that the suspension was necessary in the interest of public health, safety, and welfare and specified the reasons for the action. The Emergency Order notified Respondent of her procedural rights to request a hearing on the suspension. Respondent was given twenty (20) days from the date of the Emergency Order (until July 22, 2020) to request a hearing. Respondent was also informed the Emergency Order and underlying grounds would be reviewed by the Board at its meeting on July 30 and 31, 2020. Respondent failed to respond.

At the Board’s meeting on July 30, 2020, the Board’s prosecutor, Deputy Attorney General Robert Berry, explained the underlying grounds for the emergency suspension and corresponding Emergency Order. The Board carefully reviewed and considered the Emergency Order presented by DAG Berry and orally voted to uphold the suspension of Respondent’s license. This written Final Order memorializes the Board’s decision.

FINDINGS OF FACT

1. Krystal Jean Lee (Respondent) holds registered nursing license no. N-38357 to practice professional nursing in the State of Idaho.

2. Ms. Lee entered a Plea Agreement in the District Court of Teller County, Colorado in Case No. 19CR17 on February 8, 2019. A letter was included in her Plea Agreement, which detailed her involvement in the cover-up and destruction of evidence in the homicide of a female individual that occurred on or around November 22, 2018. The Plea Agreement was offered for the exchange of her knowledge regarding the homicide. Based upon this Plea Agreement, Ms. Lee offered testimony regarding the homicide, wherein the defendant was convicted of first-degree murder.

3. A criminal Judgment of Conviction in the District Court of Teller County, Colorado in Case No. 19CR17 occurred on January 28, 2020 where she was convicted of Tampering with Physical Evidence-Destroy, a felony in violation of C.R.S. 18-8-610(1)(a).

4. DAG Berry offered Ms. Lee a voluntary surrender and stipulation. She did not respond.

5. Given Ms. Lee's involvement in the crime, the Executive Director determined an emergency suspension was necessary in the interest of public health, safety and welfare. The Executive Director's actions were taken pursuant to Idaho Code § 67-5247 and Board Policy V-Complainant Mangement-6 (Summary Action).

6. Respondent was given twenty (20) days from the date of the Emergency Order (until July 22, 2020) to request a hearing. Respondent was also informed the Emergency Order and underlying grounds would be reviewed by the Board at its meeting on July 30 and 31, 2020. Respondent failed to respond.

CONCLUSIONS OF LAW

Based upon the above findings of fact, the Board hereby reaches the following conclusions of law:

1. Idaho Code § 54-1401 provides that in order to safeguard the public health, safety and welfare, it is in the public interest to regulate and control nursing in the State of Idaho, to promote

quality health care services, to prohibit unqualified and dishonest persons from practicing nursing, and to protect against acts or conduct which may endanger the health and safety of the public.

2. Idaho Code § 54-1404 provides that the Board shall be responsible for the control and regulation of the practice of nursing in Idaho including the suspension, revocation, restriction, or other discipline of licenses to practice nursing.

3. Idaho Code § 54-1413(1)(c) provides that the Board may revoke, suspend, or otherwise take disciplinary action against a licensed nurse who is convicted of a crime that is deemed relevant in accordance with section 67-9411(1), Idaho Code.

4. Idaho Code § 54-1413(1)(f) provides that the Board may revoke, suspend, or otherwise take disciplinary action against a licensed nurse who is physically or mentally unfit to practice nursing.

5. Idaho Code § 54-1413(1)(h) provides that the Board may revoke, suspend, or otherwise take disciplinary action against a licensed nurse engages in conduct of a character likely to deceive, defraud or endanger patients or the public, which includes, but is not limited to, failing or refusing to report criminal conduct or other conduct by a licensee that endangers patients.

6. The Board is authorized to affirm or reject an emergency order entered by the Executive Director or it may enter such further orders revoking, suspending, or otherwise disciplining the license. Furthermore, the Board may stay any order of the Executive Director or may modify the terms and conditions of a limited license as deemed appropriate to regulate, monitor, or supervise the practice of any licensee. IDAPA 24.34.01.132.06.b. and c. *See also*, Idaho Code § 54-1413(1)(g).

7. The Executive Director's Emergency Order in this case complied with applicable Board rules, was appropriately entered, and will be affirmed.

FINAL ORDER

NOW, THEREFORE, based on the foregoing Findings of Fact and Conclusions of Law, and good cause being shown, IT IS ORDERED that:

The July 2, 2020 Emergency Order IS AFFIRMED. License No. N-38357, issued to Respondent Krystal Jean Lee, IS SUSPENDED.

This Order is effective immediately.

DATED this 8 day of August, 2020.

IDAHO STATE BOARD OF NURSING

By Judy Taylor
Judy Taylor, Chair

NOTICE OF APPEAL RIGHTS

This is a final order of the Board. Any party may file a motion for reconsideration of this final order within fourteen (14) days of the service date of this order. The Board will dispose of the petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. *See* Idaho Code § 67-5246(4).

As set forth in Idaho Code §54-1413, and Board of Nursing Rules, IDAPA 24.34.01, you may petition for reconsideration of any final order of the Board upon the following grounds:

- a. Newly discovered or newly available evidence relevant to the issues;
- b. Error in the processing or Board decision that would be grounds for reversal or judicial review of the order;
- c. Need for further consideration of the issues and the evidence in the public interest; or
- d. A showing that issues not considered ought to be examined in order to properly dispose of the matter.

Pursuant to Idaho Code §§ 67-5270 and 67-5272, any party aggrieved by this final order or orders previously issued in this case may appeal this final order and all previously issued orders in this case to the district court by filing a petition in the district court of the county in which:

- i. a hearing was held,
- ii. the final agency action was taken,
- iii. the party seeking review of the order resides or operates its principal place of business in Idaho, or
- iv. the real property or personal property that was the subject of the agency action is located.

An appeal must be filed within twenty-eight (28) days (a) of the service date of this final order, (b) of the service date of an order denying a motion for reconsideration, or (c) after the failure within twenty-one (21) days to grant or deny a motion for reconsideration, whichever is later. *See* Idaho Code § 67-5273. The filing of an appeal to the district court does not itself stay the effectiveness or enforcement of the order under appeal.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of August, 2020, I caused to be served a true and correct copy of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL ORDER RE EMERGENCY SUSPENSION:

Karen Sheehan
Deputy Attorney General
Office of the Attorney General
PO Box 83720
Boise, Idaho 83720-0010

- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail

Krystal Jean Lee/Kenney
Teller County Detentions Facility
P.O. Box 730
Divide, CO 80814


- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail

Melissa Kippes
c/o Kippes & Bergen
320 2nd Avenue North
Twin Falls, ID 83301

- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail

Robert Berry
Deputy Attorney General
Office of the Attorney General
PO Box 83720
Boise, Idaho 83720-0010

- U.S. Mail, postage prepaid
- Certified U.S. Mail, return receipt
- Hand Delivery
- Overnight Mail
- Facsimile: _____
- Statehouse Mail



Board of Nursing Administrative Support
Idaho Board of Nursing