

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

In the Matter of the Accusation Against:)
)
)

SUSAN DAVOODIFAR, M.D.)

File No. 06-2002-134548

Physician's and Surgeon's)
Certificate No. A 62141)
)

Respondent.)
_____)

DECISION

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

This Decision shall become effective at 5:00 p.m. on October 9, 2006.

IT IS SO ORDERED September 8, 2006.

MEDICAL BOARD OF CALIFORNIA

By: Cesar A. Aristeiguieta, M.D.
Cesar A. Aristeiguieta, M.D., Chair
Consolidated Panel
Division of Medical Quality

1 BILL LOCKYER, Attorney General
of the State of California
2 JOHN E. RITTMAYER, State Bar No. 67291
Deputy Attorney General
3 California Department of Justice
300 So. Spring Street, Suite 1702
4 Los Angeles, CA 90013
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6 Attorneys for Complainant

7
8 **BEFORE THE**
DIVISION OF MEDICAL QUALITY
MEDICAL BOARD OF CALIFORNIA
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

12 SUSAN DAVOODIFAR, M.D.
Physician's and Surgeon's Certificate No.:
13 A 62141,

14 Respondent.

Case No. 06-2002-134548

OAH No. L2005100647

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

15
16 IT IS HEREBY STIPULATED AND AGREED by and between the parties in this
17 proceedings that the following matters are true:

18 PARTIES

19 1. David T. Thornton (Complainant) is the Executive Director of the
20 Medical Board of California. He brought this action solely in his official capacity and is
21 represented in this matter by Bill Lockyer, Attorney General of the State of California, by John
22 E. Rittmayer, Deputy Attorney General.

23 2. Respondent Susan Davoodifar, M.D. (Respondent) is represented in this
24 proceeding by attorney Marc E. Hankin, whose address is 9034 Sunset Boulevard, Suite 200
25 West Hollywood, CA 90069.

26 3. On or about April 25, 1997, the Medical Board of California issued
27 Physician's and Surgeon's Certificate No. A 62141 to Susan Davoodifar, M.D. (Respondent).
28 The Certificate was in full force and effect at all times relevant to the charges brought in

1 Accusation No. 06-2002-134548 (the Accusation) and will expire on October 31, 2006, unless
2 renewed.

3 JURISDICTION

4 4. The Accusation was filed before the Division of Medical Quality
5 (Division) for the Medical Board of California, Department of Consumer Affairs, and is
6 currently pending against Respondent. The Accusation and all other statutorily required
7 documents were properly served on Respondent on March 8, 2005. Respondent timely filed her
8 Notice of Defense contesting the Accusation. A copy of the Accusation is attached as Exhibit A
9 and incorporated herein by reference.

10 ADVISEMENT AND WAIVERS

11 5. Respondent has carefully read, fully discussed with counsel, and
12 understands the charges and allegations in the Accusation. Respondent has also carefully read,
13 fully discussed with counsel, and understands the effects of this Stipulated Settlement and
14 Disciplinary Order.

15 6. Respondent is fully aware of her legal rights in this matter, including the
16 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
17 counsel at her own expense; the right to confront and cross-examine the witnesses against her;
18 the right to present evidence and to testify on her own behalf; the right to the issuance of
19 subpoenas to compel the attendance of witnesses and the production of documents; the right to
20 reconsideration and court review of an adverse decision; and all other rights accorded by the
21 California Administrative Procedure Act and other applicable laws.

22 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
23 each and every right set forth above.

24 CULPABILITY

25 8. Respondent understands that the charges and allegations in the
26 Accusation, if proved at a hearing, would constitute cause for imposing discipline upon her
27 Physician's and Surgeon's certificate.

28 9. For the purpose of resolving the Accusation without the expense and

1 uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could
2 present a prima facie case for one or more of the charges contained therein, and Respondent
3 hereby gives up her right to present a defense thereto and to contest that cause for discipline
4 exists based on those charges.

5
6 CONTINGENCY

7 10. This stipulation shall be subject to approval by the Division of Medical
8 Quality. Respondent understands and agrees that counsel for Complainant and the staff of the
9 Medical Board of California may communicate directly with the Division regarding this
10 stipulation and settlement, without notice to or participation by Respondent or her counsel. By
11 signing the stipulation, Respondent understands and agrees that she may not withdraw her
12 agreement or seek to rescind the stipulation prior to the time the Division considers and acts
13 upon it. If the Division fails to adopt this stipulation as its Decision and Order, the Stipulated
14 Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it
15 shall be inadmissible in any legal action between the parties, and the Division shall not be
16 disqualified from further action by having considered this matter.

17 11. The parties understand and agree that facsimile copies of this Stipulated
18 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
19 force and effect as the originals.

20 12. In consideration of the foregoing admissions and stipulations, the parties
21 agree that the Division may, without further notice or formal proceeding, issue and enter the
22 following Disciplinary Order:

23 ORDER

24 A. PACE CLINICAL TRAINING PROGRAM Within 60 calendar days of
25 the effective date of this Decision, respondent shall enroll in a clinical training or educational
26 program equivalent to the Physician Assessment and Clinical Education Program (PACE)
27 offered at the University of California - San Diego School of Medicine ("Program").

28 The Program shall consist of a Comprehensive Assessment program comprised of

1 a two-day assessment of respondent's physical and mental health; basic clinical and
2 communication skills common to all clinicians; and medical knowledge, skill and judgment
3 pertaining to respondent's speciality or sub-speciality, and at minimum, a 40 hour program of
4 clinical education in the area of practice in which respondent was alleged to be deficient and
5 which takes into account data obtained from the assessment, Decision(s), Accusation(s), and any
6 other information that the Division or its designee deems relevant. Respondent shall pay all
7 expenses associated with the clinical training program.

8 Based on respondent's performance and test results in the assessment and clinical
9 education, the Program will advise the Division or its designee of its recommendation(s) for the
10 scope and length of any additional educational or clinical training, treatment for any medical
11 condition, treatment for any psychological condition, or anything else affecting respondent's
12 practice of medicine. Respondent shall comply with Program recommendations.

13 At the completion of any additional educational or clinical training, respondent
14 shall submit to and pass an examination. The Program's determination whether or not respondent
15 passed the examination or successfully completed the Program shall be binding.

16 Respondent shall complete the Program not later than six months after
17 respondent's initial enrollment unless the Division or its designee agrees in writing to a later
18 time for completion.

19 Failure to participate in and complete successfully all phases of the clinical
20 training program outlined above is a violation of this agreement.

21 **B. ETHICS COURSE** Within thirty (30) days from the effective date of
22 this agreement, respondent shall enroll in a course in ethics, at respondent's expense, approved
23 in advance by the Division or its designee.

24 An Ethics course taken after the acts that gave rise to the charges in the
25 Accusation, but prior to the effective date of the Decision may, in the sole discretion of the
26 Division or its designee, be accepted towards the fulfillment of this condition if the course would
27 have been approved by the Division or its designee had the course been taken after the effective
28 date of this Decision.

1 Respondent shall submit a certification of successful completion to the Division
2 or its designee not later than 15 calendar days after successfully completing the course, or not
3 later than 15 calendar days after the effective date of the Decision, whichever is later.

4 C. COMPLIANCE If respondent timely and successfully completes the
5 terms and conditions set forth above, a public letter of reprimand shall be issued to respondent
6 pursuant to Business and Professions Code section 2233, in the form of the public letter of
7 reprimand that is attached hereto as Exhibit B and, by this reference, is incorporated herein as
8 though fully set forth.

9 D. FAILURE TO COMPLY If respondent fails to timely and successfully
10 complete each term and condition set forth above, then the Accusation may be amended to allege
11 these matters as additional grounds for discipline, and the case will be returned to the Office of
12 Administration Hearing for trial.


13 ACCEPTANCE

14 I have carefully read the above Stipulated Settlement and Disciplinary Order and
15 have fully discussed it with my attorney, Marc E. Hankin. I understand the stipulation and the
16 effect it will have on my Physician's and Surgeon's Certificate. I enter into this Stipulated
17 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be
18 bound by the Decision and Order of the Division of Medical Quality, Medical Board of
19 California.

20 DATED: 7/25/06

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22 
23 SUSAN DAVOODIFAR, M.D.
Respondent

24 DATED: 7/25/2006

25 
26 MARC E. HANKIN
Attorney for Respondent

27
28 ENDORSEMENT

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The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Division of Medical Quality, Medical Board of California of the Department of Consumer Affairs.

DATED: August 16, 2006

BILL LOCKYER, Attorney General
of the State of California



JOHN E. RITTMAYER
Deputy Attorney General
Attorneys for Complainant

LA2004601173
50107661.wpd

Exhibit A

Accusation No. 06-2002-134548

COPY

1 BILL LOCKYER, Attorney General
of the State of California
2 RICHARD D. MARINO, State Bar No. 90471
Deputy Attorney General
3 California Department of Justice
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FILED
STATE OF CALIFORNIA
MEDICAL BOARD OF CALIFORNIA
SACRAMENTO March 8, 20 05
BY Valerie Mone ANALYST

6 Attorneys for Complainant
7

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

13 In the Matter of the Accusation Against:

Case No. 06-2002-134548

14 SUSAN DAVOODIFAR, M.D.
361 Hospital Road, No. 428
15 Newport Beach, CA 92663

ACCUSATION

16 Physician and Surgeon's Certificate No. A62141,
17 Respondent.

18 Complainant alleges:

19 **PARTIES**

20 1. David T. Thornton (Complainant) brings this Accusation solely in his
21 official capacity as the Executive Director of the Medical Board of California, Department of
22 Consumer Affairs.

23 2. On or about April 25, 1997, the Medical Board of California issued
24 Physician and Surgeon's Certificate Number A62141 to Susan Davoodifar, M.D. (Respondent).
25 The Physician and Surgeon's Certificate was in full force and effect at all times relevant to the
26 charges brought herein and will expire on October 31, 2006, unless renewed.

27 **JURISDICTION**

28 3. This Accusation is brought before the Division of Medical Quality
(Division) for the Medical Board of California, Department of Consumer Affairs, State of

1 California (Board) under the authority of the following statutes and regulations. All references
2 are to the Business and Professions Code (Code) unless otherwise indicated.

3 4. Section 651 of the Code provides:

4 “(a) It is unlawful for any person licensed under this division or under any
5 initiative act referred to in this division to disseminate or cause to be disseminated
6 any form of public communication containing a false, fraudulent, misleading, or
7 deceptive statement, claim, or image for the purpose of or likely to induce,
8 directly or indirectly, the rendering of professional services or furnishing of
9 products in connection with the professional practice or business for which he or
10 she is licensed. A ‘public communication’ as used in this section includes, but is
11 not limited to, communication by means of mail, television, radio, motion picture,
12 newspaper, book, list or directory of healing arts practitioners, Internet, or other
13 electronic communication.

14 “(b) A false, fraudulent, misleading, or deceptive statement, claim, or
15 image includes a statement or claim that does any of the following:

16 “(1) Contains a misrepresentation of fact.

17 “(2) Is likely to mislead or deceive because of a failure to disclose material
18 facts.

19 “(3) (A) Is intended or is likely to create false or unjustified expectations
20 of favorable results, including the use of any photograph or other image that does
21 not accurately depict the results of the procedure being advertised or that has been
22 altered in any manner from the image of the actual subject depicted in the
23 photograph or image.

24 “... ”

25 “(5) Contains other representations or implications that in reasonable
26 probability will cause an ordinarily prudent person to misunderstand or be
27 deceived.

28 “(6) Makes a claim either of professional superiority or of performing

1 services in a superior manner, unless that claim is relevant to the service being
2 performed and can be substantiated with objective scientific evidence.

3 “7) Makes a scientific claim that cannot be substantiated by reliable, peer
4 reviewed, published scientific studies.

5 “8) Includes any statement, endorsement, or testimonial that is likely to
6 mislead or deceive because of a failure to disclose material facts.

7 “... ”

8 “g) Any violation of this section by a person so licensed shall constitute
9 good cause for revocation or suspension of his or her license or other disciplinary
10 action.

11 “. . . .”

12 5. Section 725 of the Code, in pertinent part, provides:

13 “Repeated acts of clearly excessive prescribing or administering of drugs or
14 treatment, repeated acts of clearly excessive use of diagnostic procedures, or
15 repeated acts of clearly excessive use of diagnostic or treatment facilities as
16 determined by the standard of the community of licensees is unprofessional
17 conduct for a physician and surgeon, dentist, podiatrist, psychologist, physical
18 therapist, chiropractor, or optometrist.”

19 6. Section 2220 of the Code provides:

20 “Except as otherwise provided by law, the Division of Medical Quality may take
21 action against all persons guilty of violating this chapter [Chapter 5, the Medical Practice
22 Act]. The division shall enforce and administer this article as to physician and surgeon
23 certificate holders, and the division shall have all the powers granted in this chapter for
24 these purposes including, but not limited to:

25 “(a) Investigating complaints from the public, from other licensees, from health
26 care facilities, or from a division of the board that a physician and surgeon may be guilty
27 of unprofessional conduct. The board shall investigate the circumstances underlying any
28 report received pursuant to Section 805 within 30 days to determine if an interim

1 suspension order or temporary restraining order should be issued. The board shall
2 otherwise provide timely disposition of the reports received pursuant to Section 805.

3 “(b) Investigating the circumstances of practice of any physician and surgeon
4 where there have been any judgments, settlements, or arbitration awards requiring the
5 physician and surgeon or his or her professional liability insurer to pay an amount in
6 damages in excess of a cumulative total of thirty thousand dollars (\$30,000) with respect
7 to any claim that injury or damage was proximately caused by the physician's and
8 surgeon's error, negligence, or omission.

9 “(c) Investigating the nature and causes of injuries from cases which shall be
10 reported of a high number of judgments, settlements, or arbitration awards against a
11 physician and surgeon.”

12 7. Section 2227 of the Code, in pertinent part, provides:

13 “(a) Protection of the public shall be the highest priority for the Division of
14 Medical Quality . . . and administrative law judges of the Medical Quality Hearing Panel
15 in exercising their disciplinary authority.”

16 8. Section 2234 of the Code provides:

17 “The Division of Medical Quality shall take action against any licensee who is
18 charged with unprofessional conduct. In addition to other provisions of this article,
19 unprofessional conduct includes, but is not limited to, the following:

20 “(a) Violating or attempting to violate, directly or indirectly, or assisting in or
21 abetting the violation of, or conspiring to violate, any provision of this chapter [Chapter 5,
22 the Medical Practice Act].

23 “(b) Gross negligence.

24 “(c) Repeated negligent acts. To be repeated, there must be two or more negligent
25 acts or omissions. An initial negligent act or omission followed by a separate and distinct
26 departure from the applicable standard of care shall constitute repeated negligent acts. (1)
27 An initial negligent diagnosis followed by an act or omission medically appropriate for
28 that negligent diagnosis of the patient shall constitute a single negligent act. (2) When the

1 standard of care requires a change in the diagnosis, act, or omission that constitutes the
2 negligent act described in paragraph (1), including, but not limited to, a reevaluation of the
3 diagnosis or a change in treatment, and the licensee's conduct departs from the applicable
4 standard of care, each departure constitutes a separate and distinct breach of the standard
5 of care.

6 “(d) Incompetence.

7 “(e) The commission of any act involving dishonesty or corruption which is
8 substantially related to the qualifications, functions, or duties of a physician and surgeon.

9 “(f) Any action or conduct which would have warranted the denial of a
10 certificate.”

11 9. Section 2238 of the Code provides:

12 “A violation of any federal statute or federal regulation or any of the statutes or
13 regulations of this state regulating dangerous drugs or controlled substances constitutes
14 unprofessional conduct.”

15 10. Section 2239 of the Code, in pertinent part, provides:

16 “(a) The use or prescribing for or administering to himself or herself, of any
17 controlled substance; or the use of any of the dangerous drugs specified in Section 4022,
18 or of alcoholic beverages, to the extent, or in such a manner as to be dangerous or
19 injurious to the licensee, or to any other person or to the public, or to the extent that such
20 use impairs the ability of the licensee to practice medicine safely or more than one
21 misdemeanor or any felony involving the use, consumption, or self-administration of any
22 of the substances referred to in this section, or any combination thereof, constitutes
23 unprofessional conduct. The record of the conviction is conclusive evidence of such
24 unprofessional conduct.

25 “. . . .”

26 11. Section 2241 of the Code provides:

27 “Unless otherwise provided by this section, the prescribing, selling,
28 furnishing, giving away, or administering or offering to prescribe, sell, furnish,

1 give away, or administer any of the drugs or compounds mentioned in Section
2 2239 to an addict or habitué constitutes unprofessional conduct.”

3 12. Section 2241.5 of the Code provides:

4 “(a) Notwithstanding any other provision of law, a physician and surgeon
5 may prescribe or administer controlled substances to a person in the course of the
6 physician and surgeon's treatment of that person for a diagnosed condition causing
7 intractable pain.

8 “(b) ‘Intractable pain,’ as used in this section, means a pain state in which
9 the cause of the pain cannot be removed or otherwise treated and which in the
10 generally accepted course of medical practice no relief or cure of the cause of the
11 pain is possible or none has been found after reasonable efforts including, but not
12 limited to, evaluation by the attending physician and surgeon and one or more
13 physicians and surgeons specializing in the treatment of the area, system, or organ
14 of the body perceived as the source of the pain.

15 “(c) No physician and surgeon shall be subject to disciplinary action by the
16 board for prescribing or administering controlled substances in the course of
17 treatment of a person for intractable pain.

18 “(d) This section shall not apply to those persons being treated by the
19 physician and surgeon for chemical dependency because of their use of drugs or
20 controlled substances.

21 “(e) This section shall not authorize a physician and surgeon to prescribe
22 or administer controlled substances to a person the physician and surgeon knows to
23 be using drugs or substances for nontherapeutic purposes.

24 “(f) This section shall not affect the power of the board to deny, revoke, or
25 suspend the license of any physician and surgeon who does any of the following:

26 “(1) Prescribes or administers a controlled substance or treatment that is
27 nontherapeutic in nature or nontherapeutic in the manner the controlled substance
28 or treatment is administered or prescribed or is for a nontherapeutic purpose in a

1 nontherapeutic manner.

2 “(2) Fails to keep complete and accurate records of purchases and
3 disposals of substances listed in the California Controlled Substances Act, or of
4 controlled substances scheduled in, or pursuant to, the federal Comprehensive
5 Drug Abuse Prevention and Control Act of 1970. A physician and surgeon shall
6 keep records of his or her purchases and disposals of these drugs, including the
7 date of purchase, the date and records of the sale or disposal of the drugs by the
8 physician and surgeon, the name and address of the person receiving the drugs, and
9 the reason for the disposal of or the dispensing of the drugs to the person and shall
10 otherwise comply with all state recordkeeping requirements for controlled
11 substances.

12 “(3) Writes false or fictitious prescriptions for controlled substances listed
13 in the California Controlled Substances Act or scheduled in the federal
14 Comprehensive Drug Abuse Prevention and Control Act of 1970.

15 “(4) Prescribes, administers, or dispenses in a manner not consistent with
16 public health and welfare controlled substances listed in the California Controlled
17 Substance Act or scheduled in the federal Comprehensive Drug Abuse Prevention
18 and Control Act of 1970.

19 “(5) Prescribes, administers, or dispenses in violation of either Chapter 4
20 (commencing with Section 11150) or Chapter 5 (commencing with Section 11210)
21 of Division 10 of the Health and Safety Code or this chapter.

22 “(g) Nothing in this section shall be construed to prohibit the governing
23 body of a hospital from taking disciplinary actions against a physician and surgeon,
24 as authorized pursuant to Sections 809.05, 809.4, and 809.5.

25 13. Section 2242 of the Code, in pertinent part, provides:

26 “(a) Prescribing, dispensing, or furnishing dangerous drugs as defined in Section
27 4022 without a good faith prior examination and medical indication therefor, constitutes
28 unprofessional conduct.

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“...”

14. Section 2261 of the Code provides:

“Knowingly making or signing any certificate or other document directly or indirectly related to the practice of medicine or podiatry which falsely represents the existence or nonexistence of a state of facts, constitutes unprofessional conduct.”

15. Section 2262 of the Code provides:

“Altering or modifying the medical record of any person, with fraudulent intent, or creating any false medical record, with fraudulent intent, constitutes unprofessional conduct.”

“...”

16. Section 2266 of the Code provides:

“The failure of a physician and surgeon to maintain adequate and accurate records relating to the provision of services to their patients constitutes unprofessional conduct.”

17. Section 2285 of the Code provides:

“The use of any fictitious, false, or assumed name, or any name other than his or her own by a licensee either alone, in conjunction with a partnership or group, or as the name of a professional corporation, in any public communication, advertisement, sign, or announcement of his or her practice without a fictitious-name permit obtained pursuant to Section 2415 constitutes unprofessional conduct. This section shall not apply to the following:

“(a) Licensees who are employed by a partnership, a group, or a professional corporation that holds a fictitious name permit.

“(b) Licensees who contract with, are employed by, or are on the staff of, any clinic licensed by the State Department of Health Services under Chapter 1 (commencing with Section 1200) of Division 2 of the Health and Safety Code.

“(c) An outpatient surgery setting granted a certificate of accreditation from an accreditation agency approved by the medical board.

1 “(d) Any medical school approved by the division or a faculty practice plan
2 connected with the medical school.”

3 18. Section 17500 of the Code provides:

4 “(It is unlawful for any person, firm, corporation or association, or any
5 employee thereof with intent directly or indirectly to dispose of real or personal
6 property or to perform services, professional or otherwise, or anything of any
7 nature whatsoever or to induce the public to enter into any obligation relating
8 thereto, to make or disseminate or cause to be made or disseminated before the
9 public in this state, or to make or disseminate or cause to be made or disseminated
10 from this state before the public in any state, in any newspaper or other publication,
11 or any advertising device, or by public outcry or proclamation, or in any other
12 manner or means whatever, including over the Internet, any statement, concerning
13 that real or personal property or those services, professional or otherwise, or
14 concerning any circumstance or matter of fact connected with the proposed
15 performance or disposition thereof, which is untrue or misleading, and which is
16 known, or which by the exercise of reasonable care should be known, to be untrue
17 or misleading, or for any person, firm, or corporation to so make or disseminate or
18 cause to be so made or disseminated any such statement as part of a plan or scheme
19 with the intent not to sell that personal property or those services, professional or
20 otherwise, so advertised at the price stated therein, or as so advertised. Any
21 violation of the provisions of this section is a misdemeanor punishable by
22 imprisonment in the county jail not exceeding six months, or by a fine not
23 exceeding two thousand five hundred dollars (\$2,500), or by both that
24 imprisonment and fine.”

25 19. Section 17508 of the Code, in relevant part, provides:

26 “(a) It shall be unlawful for any person doing business in California and
27 advertising to consumers in California to make any false or misleading advertising
28 claim, including claims that (1) purport to be based on factual, objective, or clinical

1 evidence, that (2) compare the product's effectiveness or safety to that of other
2 brands or products, or that (3) purport to be based on any fact.

3 "...."

4 **HEALTH AND SAFETY CODE**

5 20. Section 11153 of the Health and Safety Code provides:

6 "(a) A prescription for a controlled substance shall only be issued for a
7 legitimate medical purpose by an individual practitioner acting in the usual course
8 of his or her professional practice. The responsibility for the proper prescribing
9 and dispensing of controlled substances is upon the prescribing practitioner, but a
10 corresponding responsibility rests with the pharmacist who fills the prescription.
11 Except as authorized by this division, the following are not legal prescriptions: (1)
12 an order purporting to be a prescription which is issued not in the usual course of
13 professional treatment or in legitimate and authorized research; or (2) an order for
14 an addict or habitual user of controlled substances, which is issued not in the
15 course of professional treatment or as part of an authorized narcotic treatment
16 program, for the purpose of providing the user with controlled substances,
17 sufficient to keep him or her comfortable by maintaining customary use.

18 "...."

19 21. Section 11154 of the Health and Safety Code provides:

20 "(a) Except in the regular practice of his or her profession, no person shall
21 knowingly prescribe, administer, dispense, or furnish a controlled substance to or
22 for any person or animal which is not under his or her treatment for a pathology or
23 condition other than addiction to a controlled substance, except as provided in this
24 division.

25 "(b) No person shall knowingly solicit, direct, induce, aid, or encourage a
26 practitioner authorized to write a prescription to unlawfully prescribe, administer,
27 dispense, or furnish a controlled substance."

28 22. Section 11157 of the Health and Safety Code provides:

1 “No person shall issue a prescription that is false or fictitious in any
2 respect.”without first obtaining a current valid license issued pursuant to this
3 chapter.”

4 23. Section 110390 of the Health and Safety Code provides:

5 “It is unlawful for any person to disseminate any false advertisement of any
6 food, drug, device, or cosmetic. An advertisement is false if it is false or
7 misleading in any particular.”

8 24. Section 110395 Of the Health and Safety Code provides:

9 “It is unlawful for any person to manufacture, sell, deliver, hold, or offer for
10 sale any food, drug, device, or cosmetic that is falsely advertised.”

11 25. Section 110403 of the Health and Safety Code, in relevant part, provides:

12 “Except as otherwise provided in Section 110405, it is unlawful for any
13 person to advertise any drug or device represented to have any effect in any of the
14 following conditions, disorders, or diseases:

15 “... ”

16 “(c) Bone or joint diseases.

17 “... ”

18 26. Section 110405 of the Health and Safety Code provides:

19 “An advertisement that is not unlawful under Section 110390 is not
20 unlawful under Section 110403 if it is either one of the following:

21 “(a) Disseminated only to members of the medical, dental, pharmaceutical,
22 or veterinary professions, or appears only in the scientific periodicals of these
23 professions, or is disseminated only for the purpose of public health education by
24 persons not commercially interested, directly or indirectly, in the sale of drugs or
25 devices.

26 “(b) An advertisement that a drug or device has a specific curative or
27 therapeutic effect on a condition, disorder, or disease listed in Section 110403 if
28 the drug or device is approved or cleared for marketing for that specific curative or

1 therapeutic effect through any of the following means:

2 “(1) A new drug application approved pursuant to Section 111500, or
3 Section 505 of the federal act (21 U.S.C. Sec. 355).

4 “(2) An abbreviated new drug application approved pursuant to Section 505
5 of the federal act (21 U.S.C. Sec. 355).

6 “(3) A licensed biological product pursuant to Section 351 of the Public
7 Health Service Act (42 U.S.C. Sec. 262).

8 “(4) A nonprescription drug that meets the requirements of Part 330 of Title
9 21 of the Code of Federal Regulations.

10 “(5) A new animal drug application approved under Section 512 of the
11 federal act (21 U.S.C. Sec. 360b).

12 “(6) An abbreviated new animal drug application approved pursuant to
13 Section 512 of the federal act (21 U.S.C. Sec. 360b).

14 “(7) A new device application approved pursuant to Section 111550.

15 “(8) A device premarket approval application approved under Section 515
16 of the federal act (21 U.S.C. Sec. 360e).

17 “(9) A determination of substantial equivalence for a device pursuant to
18 Section 513(f)(1) of the federal act (21 U.S.C. Sec. 360c (i)).”

19 **DANGEROUS DRUGS**

20 27. The following medications are dangerous drugs within the meaning of
21 Business and Professions Code section 4211, *nee* 4022:¹

22 A. **Enbrel (Etanercept)** - used to treat rheumatoid arthritis²

23 B. **Methotextrate** - an antimetabolite used to control severe psoriasis,
24

25 1. Business and Professions Code section 4211 has been renumbered 4022
26 (1996, ch. 890) and, in relevant part, defines a ‘dangerous drug’ as any drug or device
27 which by federal or state law can be lawfully dispensed only on a prescription.

28 2. Approved by the Food and Drug Administration (FDA) on November 2, 1998, for the
treatment of rheumatoid arthritis (RA).

1 rheumatoid arthritis, and certain types of cancer by interfering with cell growth and
2 by suppressing the immune system

3 C. **Remicade (Infliximab)** - used to treat Crohn's Disease and
4 rheumatoid arthritis by blocking the body's immune system's overproduction of
5 the TNF-alpha³ protein

6 COST RECOVERY

7 28. Section 125.3 of the Code provides, in pertinent part, that the Division may
8 request the administrative law judge to direct a licentiate found to have committed a violation or
9 violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation
10 and enforcement of the case.

11 MEDI-CAL REIMBURSEMENT

12 29. Section 14124.12 of the Welfare and Institutions Code, in pertinent part,
13 provides:

14 "(a) Upon receipt of written notice from the Medical Board of California, the
15 Osteopathic Medical Board of California, or the Board of Dental Examiners of California,
16 that a licensee's license has been placed on probation as a result of a disciplinary action,
17 the department may not reimburse any Medi-Cal claim for the type of surgical service or
18 invasive procedure that gave rise to the probation, including any dental surgery or invasive
19 procedure, that was performed by the licensee on or after the effective date of probation
20 and until the termination of all probationary terms and conditions or until the probationary
21 period has ended, whichever occurs first. This section shall apply except in any case in
22 which the relevant licensing board determines that compelling circumstances warrant the
23 continued reimbursement during the probationary period of any Medi-Cal claim, including
24 any claim for dental services, as so described. In such a case, the department shall
25 continue to reimburse the licensee for all procedures, except for those invasive or surgical
26

27
28 3. TNF-alpha is an immune system protein that controls tuberculosis infection. TNF is the
acronym for tumor necrosis factor.

1 procedures for which the licensee was placed on probation.”

2 **FIRST CAUSE FOR DISCIPLINE**

3 **(Gross Negligence)**

4 30. Respondent is subject to disciplinary action pursuant to Business and
5 Professions Code section 2234, subdivision (b), in that she committed gross negligence during her
6 care, treatment and management of Patients M.J., G.K., T.A., P.F., M.H., and others, as follows:

7 **The Scheme To Defraud**

8 A. On or about and during 2000, 2001 and 2002, Edward Lewis
9 Tobinick, M.D. (Tobinick), a board certified physician in dermatology and internal
10 medicine,⁴ devised, initiated and carried out a scheme to defraud, deceive and
11 mislead the public and the medical community for personal financial gain and
12 professional acclaim. In furtherance of the scheme, Tobinick maintained the
13 primary location of his practice in offices which he leased at 100 UCLA Medical
14 Plaza, Suites 205-210, Los Angeles, California, next to the UCLA Medical Center,
15 and a secondary location in Newport Beach, California; applied for and obtained,
16 in September 2000, authorization to use “Neurology Research Institute” as a
17 fictitious business name⁵ with its business description of “research service;”
18 operated a business under the name “Institute for Neurological Research” (INR) at
19 his primary and secondary medical practice addresses even though neither
20 Tobinick nor anyone else working in either office was certified in neurology or

21
22 4. Tobinick is certified by the American Board of Dermatology, having demonstrated the
23 necessary knowledge and training in the evaluation, treatment and management of pediatric and
24 adult patients with benign and malignant disorders of the skin, hair, nails and adjacent mucous
25 membranes” and by the American Board of Internal Medicine, having obtained and
demonstrated the necessary knowledge and training to specialize in the management and
treatment of the diseases of internal organs in adult patients.

26 5. During 2000, 2001, and 2002, Tobinick advertised his facility as the “Institute for
27 Neurological Research” (hereafter “INR”), not “Neurology Research Institute,” even though
28 Tobinick did not have permission to use “Institute for Neurological Research” as a fictitious
business name. Accordingly, “INR” will be used when referring to Tobinick’s facility at 100
UCLA Medical Plaza during this time frame.

1 possessed training or experience in neurology beyond that which is part of a
2 medical school curriculum ⁶ or performed any neurological or related medical
3 research other than for the purpose of promoting and touting Tobinick's unproven
4 non-surgical alternatives for the treatment of back, neck, arm and leg pain⁷ caused
5 by degenerative disc disease. To assist him in carrying out his scheme to defraud,
6 Tobinick hired Respondent and other newly licensed physicians and surgeons.

7 B. On or about and during 2000, 2001 and 2002, Tobinick,
8 directly and indirectly, publicized and touted, through the print and electronic
9 media, that DiskCure was a safe and effective non-surgical alternative for the
10 treatment of back, neck, arm and leg pain due to disc disease. During this period,
11 Tobinick had no adequate scientifically acceptable, supporting evidence for his
12 claims.

13 C. On or about and during 2000, 2001 and 2002, Tobinick
14 publicized and touted, through the print and electronic media, that DiskCure was
15 "invented" at INR and "exclusively" available through the INR. This was untrue.
16 DiskCure was little more than a subcutaneous injection of etanercept (Enbrel) 25
17 mg and was available by a prescription which could have been written by any
18 licensed medical doctor.⁸

19 D. On or about and during 2000, 2001 and 2002, Tobinick
20 solicited, through the print and electronic media, members of the public suffering
21 from back, neck, arm or leg pain to telephone Tobinick at (310) 824-6199 for a
22 "FREE consultation" to determine if the person was an appropriate candidate for
23

24 6. Neurology is the study of the nervous system (brain, spinal cord, and nerves) and
25 disorders affecting the nervous system and muscles, including stroke, tumors, muscular
26 dystrophy, headache, meningitis, Alzheimer's disease, Parkinson's disease, epilepsy, and others.

27 7. Previously, Tobinick's medical office was doing business as the Institute of Laser
28 Medicine pursuant to the fictitious name permit Tobinick applied for and received in 1995.

28 8. See footnote 2, *ante*.

1 DiskCure and, in so doing, intentionally or negligently, misled the public into
2 believing that INR was a research facility of, or affiliated with, the UCLA Medical
3 Center. The "FREE consultation" offered by Tobinick was not with a medical
4 doctor but with an employee of Tobinick who was not licensed or otherwise
5 authorized to determine whether the prospective patient was an appropriate
6 candidate for DiskCure or any other medical treatment. The decision whether
7 someone was a suitable candidate for DiskCure was made by Tobinick or his
8 colleagues and associates, Drs. Susan Davoodifar, Ronesh Sinha and Chaim
9 Vanek. Prospective patients were charged as much as \$450 for the decision.

10 E. On or about and during 2000, 2001 and 2002, Tobinick
11 made false representations to others for the purpose of obtaining etanercept
12 (Enbrel) to promote, market, dispense, administer and otherwise provide, using the
13 name DiskCure and the following slogan: "a new and innovative approach for back
14 or neck pain without surgery," to unwary members of the public.

15 F. Near the end of 2000, Tobinick learned that because
16 production of Enbrel could not meet demand, current Enbrel users were required to
17 register with the "Enbrel Enrollment Program" in order to have their prescriptions
18 filled; and, further, that prospective Enbrel users were required to add their names
19 to the "Prospective Patient List" in order to obtain Enbrel if and when the
20 medication became available.⁹ Tobinick then registered or caused to be registered
21 47 individuals, including his brother, other members of his family, and himself,
22 who were not patients, in the "Enbrel Enrollment Program" as current patients
23 being treated with Enbrel and, further, listed INR's address as the delivery site for
24 the Enbrel prescriptions. Most, if not all, of the individuals whose names were
25 registered or caused to be registered by Tobinick were not current users of Enbrel
26 and almost none suffered from rheumatoid arthritis or other disease or medical
27

28 9. Enbrel continued to be in short supply well into 2003.

1 condition for which Enbrel was an approved treatment.

2 G. Monthly, between January and November 2002, Tobinick
3 ordered, through Campus Pharmacy, located in the same building as INR, eight
4 vials of Enbrel in the name of each of the 47 individuals he falsely and fraudulently
5 registered with the Enbrel Enrollment Program as current Enbrel users.¹⁰ However,
6 during an audit of Tobinick's facilities conducted by Medical Board of California
7 investigators in November 2002, Tobinick falsely reported that he obtained his
8 supply of Enbrel from local pharmacies which had overstocked the drug.

9 H. By registering, and obtaining supplies of Enbrel in the
10 names of individuals who were not then current Enbrel users or sufferers from
11 rheumatoid arthritis, Tobinick reduced the availability of Enbrel to patients with
12 rheumatoid arthritis or other disease or medical condition for which Enbrel was an
13 approved treatment who were obtaining relief with Enbrel and for whom Enbrel
14 had been appropriately prescribed. On or about and during September and October
15 2002, Tobinick obtained 712 vials of Enbrel, enough medication to treat seven
16 patients with rheumatoid arthritis for an entire year, from a single pharmacy.

17 I. On or about and during 2001 and 2002, Tobinick
18 participated in interviews for print media articles and reports on back pain
19 treatment. Based on information given by Tobinick during such interviews, an
20 article, entitled "Back in Business: Surgery Isn't Always the Spinal Answer - Well-
21 being - Alternative Treatments to Back Pain," written by Jenna McCarthy,
22 appeared in the Los Angeles Magazine, March 2002 edition. The article contains
23 the following false and misleading information, highlighted in bold face type,

24
25 10. INR records show that between January 2 and November 19, 2002, 1,492 Enbrel
26 injections were administered for which Tobinick charged \$2,200 for the initial treatment and
27 \$1,400 for a subsequent treatment. Not every injection was an initial treatment; however, even
28 assuming 75% of the injections were initial treatments and that 25% were subsequent
treatments, Tobinick received nearly Three Million Dollars (\$3,000,000) for administering a
drug which Tobinick, using the names of persons who did not have a valid prescription for
Enbrel, paid less than \$216,340, based on the then retail price of \$145 per dose.

1 provided by Tobinick for the purpose of promoting and touting DiskCure:

2 **“At UCLA Medical Plaza's Institute for Neurological**
3 **Research** (www.diskcure.com), the weapon is the same--a needle--
4 but the ammunition is different. Patients undergoing the institute's
5 proprietary procedure, DiskCure, receive injections of an **FDA-**
6 **approved medication** that acts as an antidote to the nerve toxins
7 that are released when a disk is herniated.

8 **“... the results have been nothing short of miraculous,**’ says
9 Edward Tobinick, M.D., medical director of the institute and a professor of
10 medicine at UCLA. **‘We haven't publicized the procedure yet because**
11 **we don't have the capacity to treat the number of patients who are**
12 **going to want it.’**

13 **“DiskCure has been used successfully on both patients with**
14 **acute (new) pain and those with chronic (lingering) pain. The worse**
15 **someone's pain, the better they seem to do,”** says Tobinick. Cost varies
16 depending on the dosage and the number of treatments, but it's fair to say
17 that the necessary series will run in the \$1,000 neighborhood. (Back
18 surgery, in comparison, runs in the considerably more upscale \$50,000 to
19 \$100,000 suburb.) **Because of the newness of the procedure, only a**
20 **handful of insurance companies covers DiskCure.”**

21 J. In an interview with a Los Angeles Times feature writer,
22 Tobinick declared, “[DiskCure] is a huge, huge breakthrough, and we have plans to
23 expand this around the world.” Based on this and other statements made by
24 Tobinick during the interview, an article about Tobinick and DiskCure appeared on
25 the front page of the Health Section of the *Los Angeles Times* (May 13, 2002 ed.).
26 The article contains the following false and misleading information, highlighted in
27 bold face type, provided by Tobinick for the purpose of promoting and touting
28 DiskCure:

1 “[Tobinick] said his clinic, with locations **at UCLA** and in
2 Newport Beach has treated about 1,500 people and that about **two**
3 **out of every three patients have had a ‘significant improvement**
4 **in their symptoms.’** The clinic charges about \$2,200 for a one-time
5 treatment and consultation.

6 “... ”

7 “Typically, doctors making use of an FDA approved drug in
8 a novel way share their findings by presenting data at professional
9 conferences or publishing their research in medical journals.

10 [Tobinick] acknowledge[s] that, so far, he has done neither. **‘No**
11 **studies of the drugs’ effectiveness in treating back pain in**
12 **humans have been made public,’** he said.

13 “... ”

14 K. On or about and during August 2002, based on information
15 given by Tobinick, an article appeared in the Paradise Post, an independent
16 newspaper published and distributed in northern California. The article contains
17 the following false or misleading information, highlighted in bold face, provided
18 by Tobinick for the purpose of promoting and touting DiskCure:

19 “Of the many therapies that are touted in newspaper and
20 radio advertisements, perhaps the most visible in Southern
21 California is a treatment program known as DiskCure. Ads for
22 DiskCure promise a “breakthrough” drug treatment at a clinic
23 known as the Institute for Neurological Research. **‘Freedom from**
24 **pain. At last. Without surgery,’** says the clinic’s Web site.

25 “The clinic, operated by Dr. Edward Tobinick, a
26 dermatologist and internist, is **housed at the UCLA Medical Plaza**
27 **in Los Angeles, in the heart of one of the world’s premier**
28 **teaching hospitals.** The clinic’s Web site also asserts that the

1 treatment, using 'a new class of biotechnology medications,' has
2 brought relief to patients with various forms of back, neck or leg
3 pain associated with disk disease.

4 "In an interview, Tobinick said that his patients usually are
5 given a single injection applied under the skin. 'It's a miracle, a
6 magic bullet,' he said.

7 "...

8 "Tobinick is reluctant to discuss the DiskCure drug regimen
9 in detail. He would not name the medications he uses, saying only
10 that they are anti-inflammatory agents that moderate the body's
11 immune response. 'The drugs are approved by the Food and
12 Drug Administration,' he said, 'but not specifically for
13 treatment of back pain.' Typically, doctors making use of an
14 FDA-approved drug in a novel way share their findings, by
15 presenting data at professional conferences or publishing their
16 research in medical journals. This is how other doctors learn about
17 and evaluate new uses for medications. Tobinick acknowledges
18 that so far he has done neither. No studies of the drug's
19 effectiveness for treating back pain in humans have yet been made
20 public."

21 But Tobinick pointed to experiments in laboratory animals
22 that have shown that the anti-inflammatory drugs he is using can be
23 effective in treating disk injury. The studies were done in pigs and
24 in rodents, he said, while declining to cite any specific studies. Dr.
25 James N. Weinstein, an orthopedic surgeon at Dartmouth
26 University's Medical School and editor of the medical journal
27 Spine, said he was aware of two such studies. In one, published in
28 the April 15, 2001, issue of Spine, Swedish researchers reported that

1 the drugs etanercept (whose trade name is Enbrel) and infliximab
2 (Remicade) limited nerve damage and inflammation after disk
3 injury in a group of pigs. In the other, Japanese doctors found that a
4 similar anti-inflammatory drug limited disk damage in rats.

5 “ . . .

6 “‘The UCLA name in the ad certainly caught my eye,’ said
7 N[.] H[.], 46, a computer teacher in Orange, whose 16-year-old
8 daughter has had severe lower back pain **Tobinick said he**
9 **doesn’t want to name the drugs he’s using because he’s worried**
10 **about misuse of the treatment, and because DiskCure was**
11 **discovered at the institute for Neurological Research and is**
12 **protected by a patent. ‘This is a huge, huge breakthrough,’ he**
13 **said, ‘and we have plans to expand this around the world.’**

14 Despite Tobinick’s unorthodox approach, some doctors said that if
15 DiskCure does indeed provide relief for back pain, the treatment
16 deserves to be seriously investigated. ‘One of my patients went . . .
17 [he has] been giving the treatment for two years now, in 1,500
18 patients, and there’s no reason why they shouldn’t have done that,”
19 he said. “Now I am concerned whether they ever will.’ Tobinick
20 expects to answer his critics soon. **Along with his small study of**
21 **20 sciatica patients, he is preparing a research paper on his**
22 **experience with hundreds of other DiskCure patients.** ‘I know
23 there are a lot of doctors out there who are skeptical of what we’re
24 doing,’ he said. ‘But the proof is in the pudding. [That it may work
25 on animals] in no way suggests that the drugs are efficacious for all
26 back problems. You would have to do clinical trials in humans to
27 determine that.”

28 L. On or about and during October 2002, Tobinick made the

1 following public announcement which contains misleading and false information
2 for the purpose of promoting and touting DiskCure: “[Tobinick is the] Medical
3 Director of the Institute for Neurological Research (INR)[;]” that he “recently
4 [had] been awarded his seventh United States Patent detailing new methods to
5 fight neurological diseases and related clinical disorders[;]” and, that
6 “scientific studies in humans have been published which support both
7 [Tobinick’s] concepts and the clinical results which the INR has seen.”

8 M. On or about and during 2000, 2001 and 2002, no
9 scientifically acceptable evidence, including data from clinical investigations or
10 trials, existed to indicating the efficacy of etanercept (Enbrel) or DiskCure in the
11 treatment of back, neck, arm or leg pain caused by disc disease:

12 N. On or about and during 2000, 2001 and 2002, neither
13 Tobinick nor anyone else published or attempted to publish data or results from
14 clinical trials and investigations concerning the efficacy of etanercept (Enbrel) for
15 treating back, neck, arm and leg pain due to disc disease.

16 O. On July 1, 2004, Tobinick’s article, entitled “Efficacy of
17 Etanercept Delivered by Perispinal Administration For Chronic Back And/or Neck
18 Disc-related Pain: a Study of Clinical Observations in 143 Patients,” and co-
19 written by Respondent,¹¹ appeared in that month’s issue of the Current Medical
20 Research and Opinion,[®] also known as CMRO, a self described “peer-reviewed
21 international journal for the rapid publication of original research on new and
22 existing drugs, medical devices and therapies.” Yet, Tobinick’s article included
23 the following paragraph under the heading “Conclusions:”

24 “Perispinal etanercept is a new treatment modality which can lead to
25

26 11. Although Davoodifar name appears as a co-author, Tobinick himself was the person
27 solely responsible for the article’s production. Tobinick added Davoodifar’s name to increase
28 the likelihood of the article’s publication as Davoodifar had family ties and connections to the
publisher.

1 significant clinical improvement in selected patients with chronic,
2 treatment-refractory disc-related pain. **Generalizability [sic] of the**
3 **present study results is limited by the open-label, uncontrolled**
4 **methodology employed.** Based on this and other accumulating
5 recent studies, etanercept may be useful for both acute and chronic
6 disc-related pain. Further study of this new treatment modality
7 utilizing double-blind placebo controlled methodology is indicated.”
8 (Emphasis added.)

9 P. Tobinick charged as much as \$2,200 for his DiskCure
10 treatment despite the fact that DiskCure was no more than etanercept (Enbrel)
11 which was available for about \$145 for each 25 mg.¹²

12 Q. Tobinick advertised “FREE” consultations. Yet, there were
13 no “FREE” consultations given. The “FREE” consultation was merely a sales
14 presentation. If the patient wanted to buy the product, he or she was required to
15 pay as much as \$450.00 for a physician consultation.

16 **Patient M.J.**

17 R. On or about and during May 2002, M.J., a male, then 68
18 years old, learned of the Institute for Neurological Research (INR) and its
19

20 12. A patent, which is issued by the United States Patent and Trademark Office (USPTO),
21 is the grant of a property “right to exclude others from making, using, offering for sale, or
22 selling” the invention in the United States or “importing” the invention into the United
23 States. What is granted is not the right to make, use, offer for sale, sell or import, but the right
24 to exclude others from making, using, offering for sale, selling or importing the invention.
25 There are three types: 1) utility; 2) design; and 3) plant. Tobinick secured a utility patent,
26 sometimes referred to as a use patent, for the manner in which he delivers or administers Enbrel
27 to patients with degenerative disk disease which prohibits others from providing a subcutaneous
28 injection of Enbrel for degenerative disk pain. Normally, a utility patent is granted to someone
who invents or discovers any new and useful process, machine, article of manufacture, or
composition of matter, or any new and useful improvement thereof. It is unclear how Tobinick
obtained a utility patent for the manner in which he delivers Enbrel for degenerative disk pain
inasmuch as Tobinick had not performed any clinical trials or studies for the efficacy of Enbrel
in the treatment of degenerative disk disease, and there was no other acceptable and reliable
supporting scientific evidence.

1 revolutionary, patented "DiskCure" for back pain. M.J. received this information
2 through numerous advertisements and articles in print, radio and other media.
3 Because INR's primary address--namely, 100 UCLA Medical Plaza-- was
4 prominent in the various advertisements, M.J. believed that INR was affiliated with
5 the UCLA Medical Center.¹³

6 S. M.J., who was a chronic back pain sufferer and desperate to
7 find relief without undergoing surgery, made an appointment for May 14, 2002, to
8 determine if he was a candidate for DiskCure. On the scheduled date of his
9 appointment, M.J. went to INR's Newport Beach location where he was shown
10 testimonial videos and other promotional materials for DiskCure. M.J. was not
11 charged for viewing the promotional materials. However, M.J. was told that only a
12 physician could decide if he could undergo the treatment and that there would be a
13 fee for a physician consultation.¹⁴ M.J. agreed and was seen by Respondent.
14 According to Respondent's medical records, M.J. underwent a complete medical
15 evaluation and physical examination before Respondent administered a
16 subcutaneous injection of etanercept (Enbrel). However, according to the patient,
17 the medical evaluation, physical examination and the administration of the
18 injection, collectively, took less than 10 minutes.

19 T. At the time of M.J.'s treatment, Respondent was a salaried
20 employee of Tobinick and the sole physician at INR's Newport Beach location.
21 Although Respondent was hired to perform laser hair removal, she also
22 administered DiskCure and even she assisted Tobinick in the promotion of
23 DiskCure. Among other things, Respondent allowed her name to be credited with
24 an article, written entirely by Tobinick, entitled "Efficacy of Etanercept Delivered
25

26 13. M.J., at the time retired, was knowledgeable of the medical profession, having been a
27 licensed veterinarian for over 30 years.

28 14. Prospective patients with a history of diabetes were not to be administered etanercept
(Enbrel).

1 by Perispinal Administration For Chronic Back And/or Neck Disc-related Pain: a
2 Study of Clinical Observations in 143 Patients,” which appeared in the July 2004
3 issue of the Current Medical Research and Opinion,[®] also known as CMRO, a self
4 described “peer-reviewed international journal for the rapid publication of original
5 research on new and existing drugs, medical devices and therapies.”¹⁵ Respondent
6 knew that INR was not a research facility; that INR was not associated with the
7 UCLA Medical Center or any hospital or medical research facility; that DiskCure
8 did not cure chronic back pain due to degenerative disc disease; that DiskCure was
9 not a revolutionary treatment developed at INR or by Tobinick; that contrary to the
10 promotional materials, DiskCure was available by prescription; that DiskCure was
11 no more than a subcutaneous injection of etanercept (Enbrel); that Enbrel was not
12 approved for back pain; that a subcutaneous injection of etanercept (Enbrel) 25 mg
13 cost approximately \$145; that there was no available sufficient scientific evidence
14 to support claims that etanercept would be beneficial in the treatment of back pain;
15 and, that Tobinick and others, including Respondent, had provided patient
16 information to Immunex, the manufacturer of Enbrel, that was false in order to
17 obtain etanercept (Enbrel) for the purpose of promoting and touting its sale as
18 DiskCure. Respondent, however, did not advise M.J. of any of this information.

19 U. Respondent did not advise M.J. of the numerous risk and
20 adverse effects of etanercept (Enbrel). In particular, Respondent did not advise
21 M.J. that Enbrel patients have been know to develop serious infections and that the
22 likelihood of a serious infection increases dramatically if the patient, like M.J., has
23 a history of diabetes.

24 V. M.J. paid nothing to view the promotional materials;
25 however, he was charged and paid \$300 for medical evaluation and physical
26 examination conducted by Respondent and an additional \$2,100 for the etanercept
27

28 15. See subparagraph O, *ante*.

1 (Enbrel) injection. M.J. felt no relief, immediate or otherwise, from the etanercept
2 (Enbrel) injection. Respondent told M.J. that sometimes the treatment takes a
3 week or two to take effect even though there was no acceptable scientific
4 information to support this claim. Indeed, Respondent had no information on
5 which to advise that etanercept (Enbrel) was effective in the treatment of back
6 pain. Respondent was aware that DiskCure was being falsely and misleadingly
7 promoted and touted as a revolutionary, patented non-surgical treatment for back,
8 neck, leg and arm pain due to degenerative disc disease.

9 **Patient G.K.**

10 W. Prompted by an advertisement published in the Los Angeles
11 Times, G.K. appointed at INR for treatment of a herniated disc and osteoarthritis.
12 On the day of her appointment, G.K. was shown a video testimonial regarding
13 DiskCure. After paying \$450.00, G.K. was seen by Ronesh Sinha, M.D.¹⁶

14 X. Dr. Sinha reviewed the magnetic resonance imaging which
15 G.K. had brought with her but did not examine G.K. G.K.'s vital signs were not
16 taken. Dr. Sinha advised G.K. that she was a candidate for DiskCure. That day,
17 G.K. received an etanercept (Enbrel), 25 mg, injection for which she paid \$1,200.
18 G.K. felt immediate relief from her back pain.

19 Y. G.K. scheduled a second appointment at INR's Newport
20 Beach location as it was closer to her residence. On August 10, 2001, G.K.
21 presented to the Newport Beach location where she was seen by Respondent.

22 Z. Respondent advised G.K. that Enbrel was in short supply
23 and to ensure the availability of the medication, G.K. would have to sign an Enbrel
24 Program enrollment card. G.K. and Respondent both signed the enrollment form.¹⁷

25
26 16. Like Respondent, Sinha was a newly licensed physician and surgeon who was hired by
27 Tobinick to assist in the scheme to defraud.

28 17. Tobinick had instructed Respondent to obtain patient signatures on Enbrel enrollment
program enrollment cards whether or not the patient had been administered DiskCure or was

1 AA. G.K. was administered an Enbrel injection by Respondent
2 for which G.K. paid \$600. Respondent, however, did not perform a physical
3 examination of the patient and did not review any medical records to confirm or
4 rule out previous diagnoses concerning the cause and pathology of the patient's
5 presenting complaints.

6 BB. G.K. did not experience any relief from the second injection
7 and did not return to INR and did not undergo any further treatments with
8 etanercept (Enbrel). Respondent, however, submitted the Enbrel Enrollment
9 Program card on G.K.'s behalf. G.K. received the enrollment card by mail about
10 one week later. G.K. did not receive any other DiskCure treatment.

11 **Patient T.A.**

12 CC. T.A., then 71 years old, presented at INR on May 11, 2002,
13 for a "FREE consultation" for DiskCure. T.A. did not receive a free consultation.
14 Instead, he was shown several videotaped testimonials of individuals who stated
15 that they had come to INR in great pain, underwent the DiskCure treatment, and
16 were now pain free. Persuaded by the video testimonials, Patient T.A. agreed to
17 pay \$300 for a consultation with Respondent and an additional \$2,100 for the
18 DiskCure treatment. Before administering the etanercept (Enbrel), Respondent
19 took a problem focused history, augmented by the information which Patient T.A.
20 wrote in the various forms he was asked to complete before and after agreeing to
21 the treatment.

22 DD. T.A.'s medical history included rheumatoid arthritis (RA),
23 lymphoma, and osteoarthritis. At the time of his visit to INR, T.A. brought several
24 magnetic resonance imaging films, including one dated September 17, 2001¹⁸

25
26 otherwise being treated with entanercept (Enbrel).

27
28 18. T.A. was instructed to bring his MRI tests with him to the initial visit but was not told
that he would incur a charge to have them reviewed by a physician.

1 which was remarkable for severe L4-5 central and right foraminal stenosis. T.A.
2 advised Respondent that he had been treated with Remicade for his RA and that he
3 was allergic to it.

4 EE. Respondent told T.A. that he would likely benefit from the
5 DiskCure treatment. She did not address T.A.'s history of rheumatoid arthritis and
6 his allergic reaction to Remicade. T.A. agreed to pay \$2,100 for the DiskCure
7 treatment and was administered an injection of etanercept (Enbrel), 25 mg. The
8 injection provided no relief.

9 **Patient J.B.**

10 FF. On or about April 26, 2002, J.B., a retired physician and
11 surgeon, then 84 years old, presented at the INR Newport Beach location pursuant
12 to an advertisement for a "free" consultation about DiskCure. Patient J.B. did not
13 receive a free consultation; instead, he was shown a sales presentation consisting of
14 videotaped testimonials of patients whose back pain had been successfully treated
15 with DiskCure. Persuaded by the videotape presentation and believing that INR
16 was affiliated with the UCLA Medical Center, Patient J.B. consented to paying
17 \$300 for a physician examination and \$1,900 for an etanercept (Enbrel), 25 mg,
18 injection.

19 GG. Before administering the etanercept (Enbrel), Respondent
20 took a problem focused history, augmented by information which the patient
21 included in the forms he was required to complete. Respondent did not inquire
22 about Patient J.B.'s history of diabetes mellitus, prostate cancer or hypertension.
23 Patient J.B.'s vital signs were not taken or, in the alternative, were not recorded in
24 the patient records prepared and maintained by Respondent. Respondent recorded
25 that he performed a neurological examination of the patient's lumbar spine, gait
26 and lower extremity.

27 HH. Upon receiving the injection, Patient J.B. felt a 10 percent
28 decrease in the amount of pain. The decline in pain remained constant for about

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one week.

Patient P.F.

II. On or about February 16, 2002, P.F., then 80 years old, presented at the INR's Newport Beach location for a "free" consultation about DiskCure. P.F.'s medical history included osteoarthritis and hypertension. P.F. did not receive a "free" consultation. Instead, she was given a sales presentation consisting of videotaped testimonials of patients with degenerative disk disease whose pain was alleviated with DiskCure.

JJ. Persuaded by the videotaped testimonials and with the belief that INR was affiliated with the UCLA Medical Center, Patient J.B. agreed to pay \$300 to be evaluated by Respondent.

KK. Respondent performed a perfunctory physical examination during which she checked Patient P.F.'s knee and ankle reflexes.

LL. Having a history of allergic reactions to medication, Patient P.F. inquired about the ingredients in DiskCure. Respondent refused to divulge that DiskCure was no more than etanercept (Enbrel) unless and until the patient paid for the treatment and signed a non disclosure agreement. Patient P.F. declined.

MM. Patient P.F. contacted her primary physician who, in turn, attempted to contact Respondent in order to identify the active ingredient in DiskCure. Respondent did not return the primary physician's telephone call.

Patient M.H.

NN. On or about March, 2002, M.H., then 55 years old, presented to INR, at its Newport Beach location, with degenerative disk disease at L2-3 and L3-4.¹⁹ At the time, Patient M.H. was under the belief that INR was

19. A MRI of the lumbar spine, dated October 2, 2001, is remarkable for degenerative disk disease at L2-3 and L3-4 and post operative changes consistent with a posterior fusion with plates and screws.

1 affiliated with the UCLA Medical Center and was actively engaged in medical
2 research. His belief was based on information from INR's advertisement in the
3 Los Angeles Times newspaper and on its Internet web address.

4 OO. Respondent performed a limited physical examination and
5 told Patient M.H. that he would benefit from the DiskCure treatment. Patient M.H.
6 paid \$300 for the consultation with Respondent and an additional \$1,900 for the
7 DiskCure.

8 PP. Respondent administered 25 mg of etanercept (Enbrel).
9 Within one hour of the injection, Patient M.H.'s degree of back pain increased.
10 The increased pain lasted for approximately six weeks.

11 QQ. The following acts and omissions of Respondent during the
12 care, treatment and management of Patients M.J., G.K., T.A., J.B., P.F. M.H., and
13 others considered, individually and collectively, are extreme departures from the
14 standard of care:

15 1) Administering etanercept (Enbrel) in
16 the absence of reliable, accepted scientific evidence
17 indicating its efficacy for sciatica or degenerative
18 disk disease.

19 2) Administering etanercept (Enbrel) to
20 patients with a history of hypertension without
21 having the patients' vital signs or having the
22 patients' vital signs recorded in the patients' medical
23 records.

24 3) Administering etanercept (Enbrel) to
25 a patient with a history of diabetes mellitus without
26 first requesting a blood glucose or HgA1C level test.

27 4) Administering etanercept (Enbrel) to
28 patients with a history of cancer without

1 documenting the current status of the disease or
2 performing a systems appropriate physical
3 examination.

4 5) Refusing to divulge the active
5 ingredient of DiskCure or, in the alternative,
6 requiring the patient to pay for the treatment and sign
7 a nondisclosure agreement.

8 6) Failing to obtain an adequate
9 informed consent from patients to whom Respondent
10 administered etanercept (Enbrel).²⁰

11 7) Securing signatures of patients for
12 registration in the Enbrel Enrollment who were not
13 receiving Enbrel for rheumatoid arthritis.

14 8) Failing to perform an appropriate
15 physical examination or, in the alternative, recording
16 that a physical examination was performed when one
17 was not.

18 **SECOND CAUSE FOR DISCIPLINE**

19 **(Repeated Negligent Acts)**

20 31. Respondent is subject to disciplinary action pursuant to Business and
21 Professions Code section 2234, subdivision (c), in that Respondent committed repeated acts of
22 negligence during his care, treatment and management of Patients M.J., G.K., T.A., J.B., P.F.
23 M.H., and others, as follows:

24 A. Complainant refers to and, by this reference, incorporates

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27 20. Although the patients executed a typewritten informed consent form prepared by INR,
28 none of the patients were advised that there was no scientific evidence in support of the efficacy
of etanercept (Enbre) for the treatment of degenerative disk disease and, therefore, no
information to support Respondent's statements that the patients could benefit from DiskCure.

1 herein paragraph 30, above, as though fully set forth.

2 B. The following acts and omissions of Respondent during the
3 care, treatment and management of Patients M.J., G.K., T.A., J.B., P.F. M.H., and
4 others considered, individually and collectively, are extreme departures from the
5 standard of care:

6 1) Administering etanercept (Enbrel) in
7 the absence of reliable, accepted scientific evidence
8 indicating its efficacy for sciatica or degenerative
9 disk disease.

10 2) Administering etanercept (Enbrel) to
11 patients with a history of hypertension without taking
12 the patients' vital signs or having the patients' vital
13 signs recorded in the patients' medical records.

14 3) Administering etanercept (Enbrel) to
15 a patient with a history of diabetes mellitus without
16 first requesting a blood glucose or HgA1C level test.

17 4) Administering etanercept (Enbrel) to
18 patients with a history of cancer without
19 documenting the current status of the disease or
20 performing a systems appropriate physical
21 examination.

22 5) Refusing to divulge the active
23 ingredient of DiskCure or, in the alternative,
24 requiring the patient to pay for the treatment and sign
25 a nondisclosure agreement.

26 6) Failing to obtain an adequate
27 informed consent from patients to whom Respondent
28

1 administered etanercept (Enbrel).²¹

2 7) Securing signatures of patients for
3 registration in the Enbrel Enrollment who were not
4 receiving Enbrel for rheumatoid arthritis.

5 8) Failing to perform an appropriate
6 physical examination or, in the alternative, recording
7 that a physical examination was performed when one
8 was not.

9 **THIRD CAUSE FOR DISCIPLINE**

10 **(Incompetence)**

11 32. Respondent is subject to disciplinary action pursuant to Business and
12 Professions Code section 2234, subdivision (d), in that Respondent has demonstrated the inability
13 to discharge the duties and responsibilities of a licensed physician and surgeon, as follows:

14 A. Complainant refers to and, by this reference, incorporates
15 herein paragraph 30, above, as though fully set forth.

16 **FOURTH CAUSE FOR DISCIPLINE**

17 **(Dishonest or Corrupt Acts)**

18 33. Respondent is subject to disciplinary action pursuant to Business and
19 Professions Code section 2234, subdivision (e), in that Respondent has committed dishonest or
20 corrupt acts as a licensed physician and surgeon, as follows:

21 A. Complainant refers to and, by this reference, incorporates
22 herein paragraph 30, above, as though fully set forth.

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27 21. Although the patients executed a typewritten informed consent form prepared by INR,
28 none of the patients were advised that there was no scientific evidence in support of the efficacy
of etanercept (Enbrel) for the treatment of degenerative disk disease and, therefore, no
information to support Respondent's statements that the patients could benefit from DiskCure.

1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Prescribing Without Good Faith Examination or Medical Indication)**

3 34. Respondent is subject to disciplinary action pursuant to Business and
4 Professions Code section 2242 in that Respondent prescribed dangerous drugs—namely etanercept
5 (Enbrel)-- without a good faith examination or without acceptable medical indication, as follows:

6 A. Complainant refers to and, by this reference, incorporates
7 herein paragraph 30, above, as though fully set forth.

8 **SIXTH CAUSE FOR DISCIPLINE**

9 **(Failure To Keep Adequate Patient Records)**

10 35. Respondent is subject to disciplinary action pursuant to Business and
11 Professions Code section 2266 in that Respondent failed to maintain adequate and accurate
12 records relating to the provision of his services to patients, as follows:

13 A. Complainant refers to and, by this reference, incorporates
14 herein paragraph 30, above, as though fully set forth.

15 **SEVENTH CAUSE FOR DISCIPLINE**

16 **(Violation of Drug Laws)**

17 36. Respondent is subject to disciplinary action for unprofessional conduct,
18 pursuant to Business and Professions Code section 2238 in that Respondent violated the following
19 drug laws: Health and Safety Code sections 11153, subdivision (a) ["A prescription for a
20 controlled substance shall only be issued for a legitimate medical purpose by an individual
21 practitioner acting in the usual course of his or her professional practice. . . . Except as
22 authorized by this division, the following are not legal prescriptions: (1) an order purporting to be
23 a prescription which is issued not in the usual course of professional treatment or in legitimate and
24 authorized research. . . ."] and 11157 ["No person shall issue a prescription that is false or
25 fictitious in any respect."], during his care, treatment and management of patients, as follows:

26 A. Complainant refers to and, by this reference, incorporates
27 herein paragraph 30, above, as though fully set forth.

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1 **EIGHTH CAUSE FOR DISCIPLINE**

2 **(Unprofessional Conduct)**

3 37. Respondent is subject to disciplinary action for unprofessional conduct,
4 pursuant to Business and Professions Code section 2234, generally, in that she breeched the
5 canons of ethics applicable to the medical profession, generally, and California physicians and
6 surgeons, specifically,^{22 23} in addition to violating the Medical Practice Act by committing, or

7
8 22. California physicians and surgeons are bound by the Declaration of Professional
9 Responsibility, adopted by the House of Delegates of the American Medical Association, on
December 4, 2001, which provides:

10 **Preamble**

11 Never in the history of human civilization has the well being of each individual been so inextricably
12 linked to that of every other. Plagues and pandemics respect no national borders in a world of global
13 commerce and travel. Wars and acts of terrorism enlist innocents as combatants and mark civilians as
14 targets. Advances in medical science and genetics, while promising great good, may also be harnessed as
15 agents of evil. The unprecedented scope and immediacy of these universal challenges demand concerted
16 action and response by all.

14 As physicians, we are bound in our response by a common heritage of caring for the sick and the
15 suffering. Through the centuries, individual physicians have fulfilled this obligation by applying
16 their skills and knowledge competently, selflessly and at times heroically. Today, our profession
17 must reaffirm its historical commitment to combat natural and man-made assaults on the health
and well being of humankind. Only by acting together across geographic and ideological divides
can we overcome such powerful threats. Humanity is our patient.

17 **Declaration**

18 We, the members of the world community of physicians, solemnly commit ourselves to:

- 19 I. Respect human life and the dignity of every individual.
- 20 II. Refrain from supporting or committing crimes against humanity and condemn
all such acts.
- 21 III. Treat the sick and injured with competence and compassion and without
prejudice.
- 22 IV. Apply our knowledge and skills when needed, though doing so may put us at
risk.
- 23 V. Protect the privacy and confidentiality of those for whom we care and breach
that
24 confidence only when keeping it would seriously threaten their health and
25 safety or that of others.
- 26 VI. Work freely with colleagues to discover, develop, and promote advances in
27 medicine and public health that ameliorate suffering and contribute to human
well-being.
- 28 VII. Educate the public and polity about present and future threats to the health of
humanity.
- VIII. Advocate for social, economic, educational, and political changes that
ameliorate
suffering and contribute to human well-being.
- IX. Teach and mentor those who follow us for they are the future of our caring
profession.

1 aiding and abetting Edward Lewis Tobinick to commit, dishonest or corrupt acts; violating drug
2 statutes; committing gross and repeated acts of negligence; prescribing a dangerous drug without a
3 physical examination or medical indication; creating a false document; rendering excessive
4 treatment to patients; and, by failing to disclose to representatives of the Medical Board of
5 California the manner in which Tobinick and others obtained etanercept (Enbrel), as follows:

6 A. Complainant refers to and, by this reference, incorporates
7 herein paragraph 30, above, as though fully set forth.

8
9 We make these promises solemnly, freely, and upon our personal and
10 professional honor.

11 23. California physicians and surgeons are bound by the American Medical Association
12 (AMA) Code of Ethics, adopted by the AMA's House of Delegates, on June 17, 2001, which
13 provides:

14 **Preamble**

15 The medical profession has long subscribed to a body of ethical statements developed primarily
16 for the benefit of the patient. As a member of this profession, a physician must recognize
17 responsibility to patients first and foremost, as well as to society, to other health professionals,
18 and to self. The following Principles adopted by the American Medical Association are not laws,
19 but standards of conduct which define the essentials of honorable behavior for the physician.

20 **Principles of Medical Ethics**

21 A physician shall respect the law and also recognize a responsibility to seek
22 changes in those requirements which are contrary to the best interests of the
23 patient.

24 A physician shall respect the rights of patients, colleagues, and other health
25 professionals, and shall safeguard patient confidences and privacy within the
26 constraints of the law.

27 A physician shall continue to study, apply, and advance scientific knowledge,
28 maintain a commitment to medical education, make relevant information
29 available to patients, colleagues, and the public, obtain consultation, and use
30 the talents of other health professionals when indicated.

31 A physician shall, in the provision of appropriate patient care, except in
32 emergencies, be free to choose whom to serve, with whom to associate, and the
33 environment in which to provide medical care.

34 A physician shall recognize a responsibility to participate in activities
35 contributing to the improvement of the community and the betterment of public
36 health.

37 A physician shall, while caring for a patient, regard responsibility to the patient
38 as paramount.

39 A physician shall support access to medical care for all people.

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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Division of Medical Quality issue a decision:

1. Revoking or suspending Physician and Surgeon's Certificate Number A62141, issued to Susan Davoodifar, M.D.;
2. Revoking, suspending or denying approval of Susan Davoodifar's, M.D., authority to supervise physician's assistants, pursuant to section 3527 of the Code;
3. Ordering Susan Davoodifar, M.D., to pay the Division of Medical Quality the reasonable costs of the investigation and enforcement of this case, and, if placed on probation, the costs of probation monitoring; and,
4. Taking such other and further action as deemed necessary and proper.

DATED: March 8, 2005



DAVID T. THORNTON
Executive Director
Medical Board of California
State of California

Complainant

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Davoodifar-Accusation.wpd
rdm:01.25.05

Exhibit B
Public Letter of Reprimand



MEDICAL BOARD OF CALIFORNIA
Executive Office



April 8, 2008

Susan Davoodifar, M.D.
4199 Campus Drive, Suite 500
Irvine, CA 92612

RE: Physician's and Surgeon's Certificate No. A-62141
Case No. 06-2002-134548

Public Letter of Reprimand

On March 8, 2005, an Accusation was filed against you regarding your care and treatment of six patients who were seen from August 2001 through May 2002, while you were employed by Edward L. Tobinick, M.D., Inc. at the Institute for Neurological Research. You gave five of the six patients one injection each of etanercept (a tumor necrosis factor-inhibitor that has been approved by the United States Food and Drug Administration for several uses, including in cases of rheumatoid arthritis and other autoimmune diseases) to relieve pain resulting from disk injury. The use of etanercept required that a physician and surgeon take particular care with patients who may have infections, are at high risk of developing infections, or who have certain malignancies. Although no medical harm came to any of these six patients as a result of your care and treatment, you did not exercise that extra degree of care by:

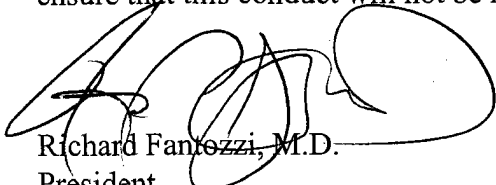
- (1) Failing to measure the body temperature or to perform a skin test for tuberculosis in any of the five patients before injecting them with etanercept, although none of the five patients had active tuberculosis.
- (2) Giving patient T.A. an injection of etanercept although he had a history of lymphoma, without further testing to assess whether or not he had active lymphoma at the time of treatment.
- (3) Failing to assure that the diabetes mellitus of patients J.B. and M.J. was under control by measuring Hemoglobin A_{1c}, although patient J.B. was a retired physician and surgeon, and you did make a note of his self-reported blood glucose level, which was well under control.

In addition, pursuant to your employer's policy at that time, some of the patients you saw had signed confidentiality agreements, and you did not fully explain to them that they could disclose the identity of the medication to their treating physicians.

Susan Davoodifar, M.D.

Page 2

Pursuant to the authority of the California Business and Professions Code section 2233, you are hereby issued this Public Letter of Reprimand by the Medical Board of California with the expectation that you have addressed the causes for this conduct, and that you have taken steps to ensure that this conduct will not be repeated.



Richard Fantozzi, M.D.
President