

**BEFORE THE  
ACUPUNCTURE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**SUSAN LYNN KOLLER, L.Ac.**  
**6110 Canterbury Drive, Apt. 325**  
**Culver City, CA 90230**

**Acupuncturist License No. AC 12023,**

Respondent.

Case No. 1A-2019-207

OAH No. 2020100726

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Acupuncture Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on May 27, 2021.

It is so ORDERED April 27, 2021.

  
\_\_\_\_\_  
FOR THE ACUPUNCTURE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS

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17 **Acupuncturist License No. AC 12023,**

18 Respondent.

Case No. 1A-2019-207

OAH No. 2020100726

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

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

21 **PARTIES**

22 1. Benjamin Bodea (Complainant) is the Executive Officer of the Acupuncture Board  
23 (Board). He brought this action solely in his official capacity and is represented in this matter by  
24 Xavier Becerra, Attorney General of the State of California, by Wendy Widlus, Deputy Attorney  
25 General.

26 2. Respondent Susan Lynn Koller, L.Ac. (Respondent) is represented in this proceeding  
27 by attorney Negin Yamini, whose address is: Law Office of Negin Yamini, 5670 Wilshire  
28 Blvd., Ste. 1837, Los Angeles, CA 90036.

1 3. On or about October 18, 2007, the Board issued Acupuncturist License No. AC  
2 12023 to Respondent. The Acupuncturist License was in full force and effect at all times relevant  
3 to the charges brought in Accusation No. 1A-2019-207, and will expire on January 31, 2023,  
4 unless renewed.

5 **JURISDICTION**

6 Accusation No. 1A-2019-207 was filed before the Board, and is currently pending against  
7 Respondent. The Accusation and all other statutorily required documents were properly served  
8 on Respondent on September 22, 2020. Respondent timely filed her Notice of Defense contesting  
9 the Accusation.

10 4. A copy of Accusation No. 1A-2019-207 is attached as exhibit A and incorporated  
11 herein by reference.

12 **ADVISEMENT AND WAIVERS**

13 5. Respondent has carefully read, fully discussed with counsel, and understands the  
14 charges and allegations in Accusation No. 1A-2019-207. Respondent has also carefully read,  
15 fully discussed with counsel, and understands the effects of this Stipulated Settlement and  
16 Disciplinary Order.

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

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

25 **CULPABILITY**

26 8. Respondent admits the truth of each and every charge and allegation in Accusation  
27 No. 1A-2019-207.

28 9. Respondent agrees the Disciplinary Order below, requiring the disclosure of

1 probation pursuant to Business and Professions Code section 4962, serves to protect the public  
2 interest.

3 10. Respondent agrees that her Acupuncturist License is subject to discipline and she  
4 agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

5 **CONTINGENCY**

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

15 12. The parties understand and agree that Portable Document Format (PDF) and facsimile  
16 copies of this Stipulated Settlement and Disciplinary Order, shall have the same force and effect  
17 as the originals.

18 13. In consideration of the foregoing admissions and stipulations, the parties agree that  
19 the Board may, without further notice or formal proceeding, issue and enter the following  
20 Disciplinary Order:

21 **DISCIPLINARY ORDER**

22 **IT IS HEREBY ORDERED** that Acupuncturist License No. AC 12023 issued to  
23 Respondent Susan Lynn Koller, L.Ac. is revoked. However, the revocation is stayed and  
24 Respondent is placed on probation for 18 months on the following terms and conditions:

25 1. **Obey All Laws** Respondent shall obey all federal, state and local laws,  
26 remain in full compliance with any court ordered criminal probation terms, payments, and/or  
27 other orders, and all regulations governing the practice of acupuncture in California. A full and  
28 detailed account of any and all violations of law shall be reported by the Respondent to the Board

1 or its designee in writing within seventy-two (72) hours of occurrence. This condition applies to  
2 any jurisdiction with authority over the Respondent, whether inside or outside California.

3           2.       **QUARTERLY REPORTS** Respondent shall submit quarterly reports  
4 under penalty of perjury on forms provided by the Board or its designee, stating whether there has  
5 been compliance with all the conditions of probation. If the final probation report is not submitted  
6 as directed, probation shall be extended automatically until such time as the final report is  
7 submitted and accepted by the Board or its designee.

8           3.       **MONITORING PROGRAM** Respondent shall comply with the Board's  
9 probation monitoring program and shall, upon reasonable notice, report to the assigned probation  
10 monitor. Respondent shall contact the assigned probation monitor regarding any questions  
11 specific to the probation order. Unless the Respondent obtains prior approval from his or her  
12 assigned Board probation monitor to allow for contact, Respondent shall not have any contact  
13 with (1) victims, witnesses, and/or complainants associated with the case; (2) Board members  
14 and/or members of its staff; (3) persons serving the Board as subject matter experts; and/or (4)  
15 persons who previously rendered expert opinions on behalf of the Board in Respondent's  
16 disciplinary proceeding.

17           4.       **INTERVIEW WITH THE BOARD OR ITS DESIGNEE** Respondent  
18 shall appear in person for interviews with the Board or its designee upon request at various  
19 intervals and with or without prior notice throughout the term of probation.

20           5.       **CHANGES OF EMPLOYMENT** Respondent shall notify the Board in  
21 writing, through the assigned probation monitor of any and all changes of employment, location  
22 and employment address within thirty (30) days of such change.

23           6.       **TOLLING OF PROBATION** If Respondent leaves California to reside  
24 or practice outside this state, or for any reason, unless by Board order, should Respondent stop  
25 practicing acupuncture in California, Respondent must notify the Board in writing of the dates of  
26 departure and return or the dates of non-practice within 10 days of departure or return. Non-  
27 practice is defined as any period of time exceeding 30 days in which Respondent is not engaging  
28 in the practice of acupuncture or any time the license is inactive or in cancelled status. Periods of

1 temporary residency or practice outside the state or of non-practice within the state shall not apply  
2 to reduction of the probationary period. It shall be a violation of probation for Respondent's  
3 probation to remain tolled pursuant to the provisions of this condition for a period exceeding a  
4 total, consecutive period of two years.

5 For purposes of this condition, a Board ordered suspension or non-practice in compliance  
6 with any other condition of probation shall not be tolled. Any order for payment of cost recovery  
7 shall remain in effect whether or not probation is tolled.

8 All provisions of probation shall recommence on the effective date of resumption of  
9 practice in California, and the term of probation shall be extended for the period of time  
10 respondent was out of state or in state and not practicing.

11 **7. RESTRICTION ON EMPLOYING AND SUPERVISION OF**  
12 **TRAINEES** Respondent shall not employ or supervise or apply to employ or supervise  
13 acupuncture trainees during the course of this probation. Respondent shall terminate any such  
14 supervisory relationship in existence on the effective date of this probation. Respondent shall  
15 not teach at any Board approved training program or continuing education courses during the  
16 course of this probation.

17 **8. COST RECOVERY** Respondent shall pay to the Board its costs of  
18 investigation and enforcement in the amount of \$3,801.25. Respondent shall be permitted to pay  
19 these costs in a payment plan approved by the Board or its designee, with payments to be  
20 completed no later than three months prior to the end of the probation term. Cost recovery will  
21 not be tolled.

22 At Respondent's request, if Respondent has not complied with this condition during the  
23 probationary term, and Respondent has presented sufficient documentation of her good faith  
24 efforts to comply with this condition, and if no other conditions have been violated, the Board or  
25 its designee, in its discretion, may grant an extension of Respondent's probation period up to two  
26 (2) years without further hearing in order to comply with this condition. During the two (2) years  
27 extension, all original conditions of probation will apply. The filing of bankruptcy by  
28 Respondent shall not relieve Respondent of her responsibility to reimburse the Board for its

1 investigation and prosecution costs.

2           9.       **VIOLATION OF PROBATION** If Respondent violates probation in  
3 any respect, the Board may, after giving Respondent notice and the opportunity to be heard,  
4 revoke probation and carry out the disciplinary order that was stayed. If an accusation or petition  
5 to revoke probation is filed against Respondent during probation, the Board shall have continuing  
6 jurisdiction until the matter is final, and the period of probation shall be extended until the matter  
7 is final. No petition for modification or termination of probation shall be considered while there  
8 is an accusation or petition to revoke probation pending against Respondent. If Respondent has  
9 not complied with any term or condition of probation, the Board shall have continuing  
10 jurisdiction over Respondent, and probation shall automatically be extended until all terms and  
11 conditions have been satisfied or the Board has taken other action as deemed appropriate to treat  
12 the failure to comply as a violation of probation, to terminate probation, and to impose the penalty  
13 which was stayed.

14           10.       **PROBATION MONITORING COSTS** Respondent shall pay the costs  
15 associated with probation monitoring each and every year of probation, as designated by the  
16 Board or its designee, which may be adjusted on an annual basis. Such costs shall be payable to  
17 the Board on a schedule as directed by the Board or its designee. Failure to pay such costs by the  
18 deadline(s) as directed shall be considered a violation of probation.

19           11.       **LICENSE SURRENDER** Following the effective date of this Decision,  
20 if Respondent ceases practicing due to retirement, health reasons or is otherwise unable to satisfy  
21 the terms and conditions of probation, Respondent may request the voluntary surrender of his or  
22 her license or registration. The Board or its designee reserves the right to evaluate Respondent's  
23 request and to exercise its discretion whether or not to grant the request, or to take any other  
24 action deemed appropriate and reasonable under the circumstances. Upon formal acceptance of  
25 the surrender, Respondent shall, within fifteen (15) days, deliver Respondent's pocket and/or wall  
26 certificate to the Board or its designee and Respondent shall no longer practice acupuncture.  
27 Upon formal acceptance of the tendered license, Respondent will no longer be subject to the  
28 terms and conditions of probation.

1 Voluntary surrender of Respondent's license shall be considered disciplinary action and  
2 shall become a part of Respondent's license history with the Board. If Respondent reapplies for  
3 an acupuncture license, the application shall be treated as a petition for reinstatement of a revoked  
4 or surrendered license.

5 12. **SEVERABILITY CLAUSE** Each condition of probation is a separate  
6 and distinct condition. If any condition of this Decision and Order, or any application thereof, is  
7 declared unenforceable in whole, in part, or to any extent, the remainder of this Decision and  
8 Order, and all other applications thereof, shall not be affected. Each condition of this Decision  
9 and Order shall separately be valid and enforceable to the fullest extent permitted by law.

10 13. **NOTIFICATION OF NAME, ADDRESS, TELEPHONE NUMBER**  
11 **OR E-MAIL ADDRESS CHANGES** Respondent shall notify the assigned probation monitor,  
12 in writing within ten (10) days, of any and all name, address, telephone and/or e-mail address  
13 changes.

14 14. **DISCLOSURE OF PROBATION STATUS** Within ten (10) days of the  
15 effective date of this Decision, Respondent shall submit a proposed written disclosure to provide  
16 to all patients or a patient's guardian or health care surrogate to the Board for prior approval. The  
17 written disclosure shall include the following:

- 18 (1) Respondent's Probation status;
- 19 (2) Length of probation;
- 20 (3) Probation end date;
- 21 (4) All practice restrictions imposed by the probation order;
- 22 (5) The Board's telephone number;
- 23 (6) Explanation of how the patient can find further information on Respondent's  
24 probation by running a license verification on the Board's website.

25 Once the Board approves Respondent's written disclosure, Respondent shall obtain from  
26 the patient, or the patient's guardian or health care surrogate, a separate, signed copy of the  
27 written disclosure.

28 Within five (5) days prior to a patient's first visit following the effective date of the



1 Board's Decision, Respondent shall provide the written disclosure to all patients or a patient's  
2 guardian or health care surrogate except when any of the following applies:

3 (1) The patient is unconscious or otherwise unable to comprehend the  
4 disclosure and sign the copy of the disclosure pursuant to subdivision (b) and a guardian or health  
5 care surrogate is unavailable to comprehend the disclosure and sign the copy.

6 (2) The visit occurs in an emergency room or an urgent care facility or the visit  
7 is unscheduled, including consultations in inpatient facilities.

8 (3) The licensee who will be treating the patient during the visit is not known  
9 to the patient until immediately prior to the start of the visit.

10 (4) The licensee does not have a direct treatment relationship with the patient.

11 Respondent shall make all records available for immediate inspection and copying on the  
12 premises by the Board or its designee at all times during business hours and shall retain the  
13 records for the entire term of probation.

14 15. **MAINTENANCE OF CLEAR AND ACTIVE LICENSE** Respondent  
15 shall, at all times, maintain a clear and active current license with the Board, including any period  
16 of suspension or tolled probation.

17 If an initial license must be issued (Statement of Issues) or a license is reinstated,  
18 probation shall not commence until a license is issued by the Board. Respondent must complete  
19 the licensure process within two (2) years from the effective date of the Board's Decision.

20 Should Respondent's license expire, by operation of law or otherwise, upon renewal or  
21 reinstatement, Respondent's license shall be subject to any and all conditions of this probation not  
22 previously satisfied.

23 16. **COMPLETION OF PROBATION** Upon successful completion of  
24 probation, Respondent's license will be fully restored.

### 25 **ACCEPTANCE**

26 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
27 discussed it with my attorney, Negin Yamini. I understand the stipulation and the effect it will  
28 have on my Acupuncturist License. I enter into this Stipulated Settlement and Disciplinary Order

1 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the  
2 Acupuncture Board.

3  
4 DATED: \_\_\_\_\_  
5 SUSAN LYNN KOLLER, L.Ac.  
6 Respondent

7 I have read and fully discussed with Respondent Susan Lynn Koller, L.Ac. the terms and  
8 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.  
9 I approve its form and content.

10 DATED: \_\_\_\_\_  
11 NEGIN YAMINI  
12 Attorney for Respondent

13 **ENDORSEMENT**

14 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
15 submitted for consideration by the Acupuncture Board.

16 DATED: \_\_\_\_\_ Respectfully submitted,  
17 XAVIER BECERRA  
18 Attorney General of California  
19 E. A. JONES III  
20 Supervising Deputy Attorney General

21 WENDY WIDLUS  
22 Deputy Attorney General  
23 Attorneys for Complainant

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**Exhibit A**

**Accusation No. 1A-2019-207**