

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

In the Matter of the Citation Against:

LI LI, L.Ac., Respondent

Agency Case No. 1A-2025-17

OAH No. 2025101128

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ACUPUNCTURE BOARD

PROPOSED DECISION

Debra D. Nye-Perkins, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter by videoconference and telephone on February 26, 2026.

Keith C. Shaw, Deputy Attorney General, Department of Justice, State of California, represented Paul Harrison, Enforcement Analyst, California Acupuncture Board, Department of Consumer Affairs, State of California (board).

Li Li, L.Ac., respondent, represented herself. A certified court interpreter interpreted the hearing from English to Mandarin Chinese and from Mandarin Chinese to English to assist respondent, who is a native Mandarin Chinese speaker.

Oral and documentary evidence was received. The record was closed, and the matter was submitted for decision on February 26, 2026.

PROTECTIVE SEALING ORDER

Documents marked as Exhibits 2, 3, and 4 and received into evidence in this matter contain confidential medical information. To protect privacy and confidential personal and medical information from inappropriate disclosure, a written Protective Order Sealing Confidential Records was issued. The order lists the exhibits ordered sealed and governs the release of documents to the public. A reviewing court, parties to this matter, their attorneys, and a government agency decision maker or designee under Government Code section 11517 may review the documents subject to the order, provided that such documents are protected from release to the public.

FACTUAL FINDINGS

Jurisdictional Matters

1. On February 18, 2009, the board issued acupuncturist license number AC 12900 to respondent.¹ The license is set to expire on December 31, 2026, unless renewed. Respondent's license has no history of prior discipline.

2. On July 10, 2025, the board issued citation number 1A-2025-17 to respondent. The citation alleged that respondent engaged in unprofessional conduct

¹ The citation issued in this matter states that respondent was issued her acupuncture license on September 22, 2016, which contradicts the information provided in the board's certification of her license history received in evidence that provides she was issued her acupuncture license on February 18, 2009.

in violation of Business and Professions Code section 4955; failed to apply for and display a wall license in violation of Business and Professions Code section 4961, subdivision (a)(1); and failed to keep complete and accurate records on a patient in violation of California Code of Regulations, title 16, section 1399.453. The citation seeks a penalty of payment of an administrative fine of \$250 for violation of Business and Professions Code section 4955, \$250 for violation of Business and Professions Code section 4961, subdivision (a)(1), and \$250 for violation of California Code of Regulations, title 16, section 1399.453, for a total administrative fine of \$750. Additionally, the citation seeks an abatement order requiring respondent to register a valid wall license for her acupuncture practice located in Artesia, California. The citation provided the following findings of fact on which the citation is based:

The Board investigated Cited Person for an incident which the complainant, whom is also a patient, received acupuncture treatments from Li Li at FGK Medical Center. This clinic is also listed online as FGK Healing Center.

After treatment sessions on 1/20/25 and 1/27/25, the patient returned on 2/17/25 to pay the \$30 copay per session (\$60 total), as required by their Aetna insurance. However, Cited Person reference an Explanation of Benefits (EOB) and mentioned unbilled services, including massage, which the patient did not receive.

After confirming with Aetna that the contracted rate was \$40 per session, a representative joined the patient in a three-way call to clarify the billing. Li Li's chart notes did not support the charges billed for massage services. This

investigation also revealed that Li Li does not have the required Wall license for this acupuncture clinic (place of practice) located at 11618 S. Street #214, Artesia CA 90701.

3. On July 25, 2025, respondent appealed the citation and provided the following written response, in part, as follows:

No Unprofessional Conduct or Violation of BPC 4955

The Board asserts that my conduct in discussing insurance reimbursement and patient responsibility constituted unprofessional conduct. This is an overreach. The records show that at no time was there a demand for payment beyond contractual copayment without clear explanation to the patient. The dispute stemmed from Aetna's reimbursement policies, not from any misconduct or unethical behavior on my part. Absent evidence of intent to defraud or harm, a finding under BPC 4955 is improper. Ever since I started practicing Acupuncture, the charge of treatment is \$60 per one hour session. I treated [Patient A.L.] twice in office, treatment included acupuncture, electro acupuncture, infrared heat lamp, and 5-10 min Tui-Na. Her Aetna insurance only paid for [*sic*] \$10 for CPT code 97813. Other services provided were not covered by her insurance.

Technical Violation of BPC 4961 Does Not Warrant Sanction

The citation further alleges a violation of BPC 4961 due to failure to display Wall License at one location. The failure, if any, was a minor administrative oversight without adverse impact on patient care, public safety, or professional standards. Under California precedent, technical deficiencies alone do not justify punitive fine as there is no evidence of gross negligence or repeated disregard for regulatory requirements. I share this office with another health care provider. I can correct this by paying the \$50 fee for the Wall License. This technical lapse did not compromise public safety or patient care and cannot reasonably be constructed as grounds for discipline under BPC 4961.

Compliance with CCR 1399.453

The allegation regarding recordkeeping fails to identify any specific deficiency that would amount to a violation of 1399.453. Progress notes and treatment records were maintained in accordance with professional norms and include all elements required under the regulation. I maintain that my records were complete for all treatments rendered, with progress notes and documentation supporting the services provided. The Board's findings do not point to any harm to the patient or deliberate omissions. Minor clerical discrepancies, if any, do not rise to the level of a regulatory violation.

Penalties Are Arbitrary and Disproportionate

The imposition of a \$750 fine contravenes the principle of proportionality in administrative enforcement. As established in *Hughes v. Board of Architectural Examiners* (1998) 17 Cal 4th 763, administrative penalties must be commensurate with the nature and severity of the alleged violations. Here, there is no pattern of misconduct, no evidence of patient harm, and no willful noncompliance.

Respondent further sought as a remedy in her appeal letter the dismissal of the citation, associated fines, and abatement orders, or in the alternative modification of the citation to remove all findings except for the wall license "oversight" with a reduction of the fine to \$50.

4. On an unknown date the board affirmed the citation, and this hearing followed.

Testimony of Paul Harrison

5. Paul Harrison has worked for the board as an enforcement analyst for the past four years. His duties include investigating consumer complaints, and making recommendations regarding disciplinary actions related to violations of the acupuncturist's statutory and regulatory requirements. Mr. Harrison testified that he is familiar with the requirements of Business and Professions Code section 4961, subdivision (a)(1), which requires that an acupuncturist have a wall license displayed in each of their places of practice. Mr. Harrison testified that his review of board records revealed that at the time of the citation issued in this matter on July 10, 2025, respondent had never applied to the board to obtain a wall license for her

acupuncture clinic. He stated that to date respondent has still never applied for a wall license for her acupuncture clinic.

6. Mr. Harrison stated that he issued the citation to respondent in this matter after collection and review of all records and evidence in this case, including a declaration from Patient A.L.; an explanation of benefits from Aetna Insurance provided to the board from Patient A.L.; a receipt for payment from Patient A.L. to respondent listing the treatments provided, treatment cost, insurance paid, and patient paid amounts; and certified copies of Patient A.L.'s treatment records from respondent's treatment of her. Mr. Harrison also reviewed respondent's request for hearing along with her written explanation to the board.

Declaration of Patient A.L. and Related Documents

7. A declaration from Patient A.L. dated February 20, 2025, was obtained by the board and received in evidence. The declaration provides as follows:

I received treatment at FGK Medical Center at 11618 South St. #214, Artesia, CA 90701. I was a first time patient and received care from Li Li on 1/20/25 and 1/27/25 both at 12 p.m. Per my insurance with Aetna, Li Li is in network and my copay is \$30 per session and I had 2 sessions. Because I was a new patient and had to run/bill my insurance, I did not pay my copay on the day I received treatment. Li called me on 2/12/25 at 11:11 a.m. stating she received her share of cost from Aetna and I need to go in to pay my copay. She also mentioned something about \$20 but [*sic*] didn't fully understand what she meant. I went to the clinic on 2/17/25

at 11:10 a.m. and [sic] told me I owe \$100 for both sessions because Aetna only gave her \$20 for both sessions. She said each session she charges \$60, my copay is \$30, Aetna gave her \$10, so I need to pay an additional \$20. She showed me this on the Explanation of Benefits (EOB) Aetna sent her. She also explained the billing codes on the EOB and 97813 code is for acupuncture and 97814 is for electro-acupuncture which she didn't explain she would be using until it was on me nor that this was a separate procedure. She said she charged \$20 for acupuncture and also added electro-acupuncture just to see if insurance would reimburse her more. In the meantime, I paid \$100 plus \$3 credit card [sic] and told her I would speak with Aetna regarding the reimbursement. I called Aetna that same day at 3:04 p.m. and spoke with Ashley. Ashley stated my copay is \$30 and Aetna reimbursed Li \$10 because the negotiated rate between Li and Aetna is \$40 as it is indicated under column "Negotiated Amount" in the EOB. Ashley had me on hold to call Li, but after Ashley introduced herself, Li hung up on her. I then called Li and merged the call with Ashley and she introduced herself again and Li got defensive. Ashley explained to her the contracted rate and why she was reimbursed that amount to which Li started yelling, talking over her and said she doesn't care and she is owed \$60. Li hung up on the both of us as we were trying to explain. I didn't have any bad encounters with her and she

was pleasant in our interactions despite her not explaining what she would do during the session. A smaller concern is during my first session underneath and around the bed [*sic*] I received treatment, there were several acupuncture needles on the floor [*sic*] concerning for needle stick injuries. I am looking to see if there is any way/solution in getting my money back as I feel duped and scammed. I am uncomfortable in showing up at her clinic or speaking to her due to her changed demeanor, and currently unable to be reimbursed. Thank you for your investigation into this matter.

8. The EOB document from Aetna for Patient A.L. was received in evidence and shows that Patient A.L. received treatment from respondent on two occasions, namely January 20, 2025, and on January 27, 2025. On each of those occasions respondent submitted charges for two service code numbers for each date, namely codes 97814 and 97813. For service code 97814, respondent submitted charges for \$140 for each of the two dates, and for service code 97813, respondent submitted charges of \$120 for each of the two dates, for a total submission amount of \$520. Aetna did not allow any reimbursement for the service code of 97814, and with regard to the service code of 97813, the document provides that there was a negotiated amount of \$40 to be paid by Aetna to respondent for that service, with a copay amount of \$30 from the patient. Accordingly, the document shows that Patient A.L.'s responsibility for payment for the two service dates totals \$60 for her copay for each of the two services. It also shows that Aetna paid respondent a total of \$20, consisting of \$10 for each of the two treatments, after the patient paid her copay.

9. A receipt from respondent to Patient A.L. was also received in evidence. That document shows that Patient A.L. received services from respondent on two dates, namely January 20, 2025, and January 27, 2025. It shows that the treatment time for each session was one hour, and the cost for each hour is \$60. The receipt shows that insurance paid \$10 per treatment, and the patient paid \$50 per treatment for a total payment by the patient of \$100 for two treatment sessions.

10. Respondent's medical records for Patient A.L. were received into evidence. Those records show that for both treatments on January 20, 2025, and January 27, 2025, respondent provided both acupuncture and electro-acupuncture to Patient A.L. with other treatments of heat lamp, and Tui-na.² The records do not show that respondent obtained written consent from Patient A.L. for all treatments and does not show that respondent obtained Patient A.L.'s verbal consent for all treatments or for any specific treatment beyond acupuncture.

Respondent's Testimony

11. Respondent is 69 years old and currently self-employed as an acupuncturist at her own clinic named FGK Medical Center (FGK). She has operated that acupuncture practice at FGK for the past 14 years.

12. Respondent testified that since the beginning of her practice at FGK she has always charged \$60 per session for acupuncture and has never increased her charges. She stated that \$60 includes acupuncture, electro-acupuncture, and tropical chiropractic therapy. Respondent testified that when Patient A.L. came to FGK respondent told her the charge would be \$60 per treatment. Patient A.L. wanted all the

² Tui-na is a form of massage often used in conjunction with acupuncture.

treatment bills sent through Aetna, her medical insurance provider. Respondent stated that she "did some research" and could not determine how much the insurance company would cover for the acupuncture treatment session. Respondent testified that she told the patient that she had no idea how much the insurance would cover of the treatment, but "why not let's do the sessions first." Respondent stated that she completed both sessions and "did not charge a penny," but told the patient that "all the sessions would be reimbursed later by insurance in the real amount."

13. After she completed the two sessions with Patient A.L., respondent was only paid \$10 per session by Aetna insurance for a total of \$20. Respondent then called the patient, "explained how it works with my clinic," and "told her that my treatment included acupuncture, electro-acupuncture, tropical chiropractic therapy and some other therapies." Respondent stated that she told the patient during that phone call that each session costs \$60 and Aetna insurance only paid her \$10 per session, so the patient owed her \$50 for each session for a total of \$100.

14. Respondent testified that she later learned that "according to the insurance company I had already entered into a contract with the insurance company to only be paid \$40 per session." Respondent claimed that she had no idea she had done that, and "before this I was reimbursed \$100 or even \$200 by Aetna." Respondent stated that if she knew she would only be reimbursed \$40 per session, then she would only perform 20 minutes of acupuncture and not perform electro-acupuncture, tropical chiropractic therapy, or any other therapy.

15. With regard to her licensure, respondent stated that she renews her acupuncture license with board every two years, and after receiving the renewed license she "pins my license on the wall" of her practice. Respondent admitted that she has never applied for a wall license from the board to display in her practice.

16. On cross-examination, respondent admitted that she is an in-network provider for Aetna insurance, but she claimed she was not aware of a contracted rate of \$40 per session with Aetna. She stated that the "Aetna policy is always changing," and she did not keep up with those changes because her English is limited. She stated that each insurance is different. Respondent admitted to speaking with an Aetna representative with Patient A.L. with regard to the contracted rate, but she "was busy with my patients." Respondent stated that she has a contracted rate with other insurance companies of \$40 per session, but she denied having such a contract with Aetna.

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. The standard of proof applied in a board citation proceeding is preponderance of the evidence. (*Owen v. Sands* (2009) 176 Cal.App.4th 985, 994.) A preponderance of the evidence means that the evidence on one side outweighs the evidence on the other side, "not necessarily in number of witnesses or quantity, but in its effect on those to whom it is addressed." (*Glage v. Hawes Firearms Co.* (1990) 226 Cal.App.3d 314, 325, fn. omitted.) The burden of proof is on complainant to establish that the violations of law set forth in the citation items should be sustained.

Applicable Statutes and Regulations

2. Business and Professions Code section 125.9 provides authority for the board to issue citations imposing orders of abatement and administrative fines.

3. Business and Professions Code section 4955 provides, in part, as follows:

The board may deny, suspend, or revoke, or impose probationary conditions upon, the license of any acupuncturist who is guilty of unprofessional conduct.

Unprofessional conduct shall include, but not be limited to, the following:

[¶] . . . [¶]

(d) Aiding or abetting in, or violating or conspiring in, directly or indirectly, the violation of the terms of this chapter or any regulation adopted by the board pursuant to this chapter. . . .

4. Business and Professions Code section 4961, subdivision (a)(1), provides:

Every person who is licensed to practice acupuncture in this state shall register, on forms prescribed by the board that may include an application for an initial license or for renewal of a license, each place of practice and apply to the board to obtain a wall license for each place of practice.

5. California Code of Regulations, title 16, section 1399.453 provides:

An acupuncturist shall keep complete and accurate records on each patient who is given acupuncture treatment, including but not limited to, treatments given and progress made as a result of the acupuncture treatments.

6. California Code of Regulations, title 16, section 1399.463 provides:

(a) The executive officer of the Board is authorized to issue a citation which may contain an order of abatement or an administrative fine for violations by a licensee of the statutes contained in the Acupuncture Licensure Act or the regulations adopted by the Board. For purposes of this section and sections 1399.464, 1399.466, 1399.467, and 1399.468, the term "licensee" refers to either a California licensed acupuncturist or a Board-approved continuing education provider.

(b) Each citation shall be in writing and shall describe with particularity the nature and facts of the violation, including a reference to the statute or regulation alleged to have been violated. The citation shall be served upon the licensee personally or by certified mail.

7. California Code of Regulations, title 16, section 1399.465, subdivision (a), provides:

The amount of any administrative fine to be levied by the executive officer shall be no less than \$100 nor more than \$2500.

In assessing the amount of the fine, the executive officer will consider the following factors in determining the amount of the fine:

(1) Gravity of the violation.

- (2) The good or bad faith exhibited by the cited person.
- (3) Evidence that the violation was willful.
- (4) The extent to which the cited person cooperated with the Board's investigation.
- (5) The extent to which the cited person has mitigated or attempted to mitigate any damage caused by the violation.
- (6) Such other factors as justice may require.

Evaluation

8. Cause exists to find a violation of Business and Professions Code section 4955 for unprofessional conduct. A preponderance of the evidence demonstrates that respondent committed unprofessional conduct in her interactions with Patient A.L. Specifically, respondent admitted that while she is an in-network provider for Aetna insurance, she had no idea that she had a contracted rate of \$40 per session with Aetna insurance. She admitted to simply not keeping track of her obligations in that regard. As a result of respondent's failures to abide by her obligations, Patient A.L., who relied on that contracted rate for an in-network Aetna provider, was forced to pay more than she would otherwise have had to pay because respondent insisted on additional payment she was not entitled to under the contracted rate. Additionally, respondent's failure to comply with Business and Professions Code section 4961, subdivision (a)(1), as set forth below, constitutes unprofessional conduct pursuant to Business and Professions Code section 4955, subdivision (d).

9. Cause exists to find a violation of Business and Professions Code section 4961, subdivision (a)(1) for failure to apply for and obtain and display a wall license for

respondent's place of practice at FGK. A preponderance of the evidence demonstrates that respondent failed to ever apply for a wall license from the board as required. She admitted to never doing so and instead simply pinning her license to the wall of her practice, which does not comply with the requirements of Business and Professions Code section 4961, subdivision (a)(1).

10. Cause does not exist to find a violation of California Code of Regulations, title 16, section 1399.453 for failure to keep complete and accurate records on each patient given acupuncture treatment for the treatments given and progress made as a result of the acupuncture treatments. A preponderance of the evidence failed to establish that respondent did not comply with this regulation. Specifically, the medical records for Patient A.L. show exactly which treatments the patient received, including acupuncture, electro-acupuncture, of heat lamp, and Tui-na. While respondent admitted that she did not include written consent from Patient A.L. to each of those treatments, and only obtained verbal authorization, nowhere in California Code of Regulations, title 16, section 1399.453, is there a requirement that respondent have written patient authorization to each treatment included in the medical records or an authorization for any specific costs associated with treatment. The regulation only requires that respondent provide accurate and complete records regarding exactly which acupuncture treatment or other treatment was given and the patient's progress as a result of those treatments. The medical records of Patient A.L. meet those requirements. As a result a preponderance of the evidence failed to establish this violation as alleged in the citation.

Reasonableness of Administrative Fines

11. As two of the three violations listed in the citation have been established by a preponderance of the evidence, consideration of the reasonableness of the

administrative fines assessed must be made. As an initial matter, the board failed to establish the violation of California Code of Regulations, title 16, section 1399.453 as noted above. Accordingly, the \$250 administrative fine associated with that alleged violation must be stricken.

12. With regard to the other two violations that have been established, each of those violations was assessed an administrative fine of \$250 each. California Code of Regulations, title 16, section 1399.465, subdivision (a), establishes that the range of administrative fines for violations range from \$100 to \$2,500. A \$250 fine is at the lower end of that range. Additionally, respondent willfully violated each of the two statutes at issue and provided no reasonable justification for doing so. With regard to the failure to apply for and obtain a wall license, respondent has still never done so despite this citation pending for about eight months. After consideration of all relevant factors, the \$250 administrative fine for each of these violations is appropriate and affirmed.

13. Accordingly, the total administrative fine associated with the citation at issue is \$500, and the order of abatement to obtain a wall license is also affirmed.

ORDER

Citation number 1A-2025-17 issued to respondent Li Li, L.Ac., is affirmed in part and denied in part. Violations of Business and Professions Code sections 4955 and 4961, subdivision (a)(1), as set forth in the citation are affirmed. Violation of California Code of Regulations, title 16, section 1399.453 as set forth in the citation is denied. The order of abatement requiring respondent to obtain and display a wall license in her place of practice is affirmed. Respondent Li Li, L.Ac., shall pay to the board an

administrative fine in the amount of \$500 within 90 days of the effective date of this decision, or if the board authorizes a payment plan, in accordance with that plan. Respondent will also apply for a wall license from the board within 90 days of the effective date of this decision.

DATE: March 27, 2026

Debra D. Nye-Perkins

DEBRA D. NYE-PERKINS

Administrative Law Judge

Office of Administrative Hearings

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

In the Matter of the Citation Against:

LI LI, L.Ac., Respondent

Agency Case No. 1A-2025-17

OAH No. 2025101128

PROPOSED DECISION

The attached Proposed Decision of the Administrative Law Judge is hereby adopted by the Acupuncture Board as its Decision in the above-entitled matter.

This Decision shall become effective on 5-21-2026.

IT IS SO ORDERED this 22 day of April, 2026.

By: Signature on file