

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

In the Matter of the Accusation Against:

DIANA LILIANA ROMAN, L.AC.  
810 Cooper Avenue  
Los Angeles, CA 90042

Acupuncturist License No. AC 8486,

Respondent.

Case No. 1A-2018-144

OAH No. 2020040823

**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 November 20, 2020.

It is so ORDERED October 21, 2020.

  
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FOR THE ACUPUNCTURE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS

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8 **BEFORE THE**  
9 **ACUPUNCTURE BOARD**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

13 DIANA LILIANA ROMAN, L.AC.  
810 Cooper Avenue  
Los Angeles, CA 90042

14 Acupuncturist License No. AC 8486,

15 Respondent.

Case No. 1A-2018-144

OAH No. 2020040823

16 **STIPULATED SETTLEMENT AND**  
17 **DISCIPLINARY ORDER**

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

20 **PARTIES**

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

25 2. Respondent Diana Liliana Roman, L.Ac. (Respondent) is represented in this  
26 proceeding by attorney Brian Mabee, whose address is 810 East Walnut Street, Pasadena,  
27 California 91101.

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1 10. For the purpose of resolving the Accusation without the expense and uncertainty of  
2 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual  
3 basis for the charges in the Accusation, and that Respondent hereby gives up her right to contest  
4 those charges.

5 11. Respondent agrees the Disciplinary Order below, requiring the disclosure of  
6 probation pursuant to Business and Professions Code section 4962, serves to protect the public  
7 interest.

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

10 13. Respondent agrees that if she ever petitions for early termination of probation or  
11 modification of probation, or if the Board ever petitions for revocation of probation, all of the  
12 charges and allegations contained in the Accusation No. 1A-2018-144, shall be deemed true,  
13 correct and fully admitted by Respondent for purpose of that proceeding or any other licensing  
14 proceeding involving Respondent in the State of California.

15 **CONTINGENCY**

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

25 15. The parties understand and agree that Portable Document Format (PDF) and facsimile  
26 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile  
27 signatures thereto, shall have the same force and effect as the originals.

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1           16. In consideration of the foregoing admissions and stipulations, the parties agree that  
2 the Board may, without further notice or formal proceeding, issue and enter the following  
3 Disciplinary Order:

4   **DISCIPLINARY ORDER**

5           IT IS HEREBY ORDERED that Acupuncturist License No. AC 8486 issued to Respondent  
6 DIANA LILIANA ROMAN, L.Ac. is revoked. However, the revocation is stayed and  
7 Respondent is placed on probation for three (3) years on the following terms and conditions:

8           1.   OBEY ALL LAWS Respondent shall obey all federal, state and local laws, remain  
9 in full compliance with any court ordered criminal probation terms, payments, and/or other  
10 orders, and all regulations governing the practice of acupuncture in California. A full and  
11 detailed account of any and all violations of law shall be reported by the Respondent to the Board  
12 or its designee in writing within seventy-two (72) hours of occurrence. This condition applies to  
13 any jurisdiction with authority over the Respondent, whether inside or outside California.

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

19           3.   COURSEWORK Respondent, at her own expense, shall enroll and successfully  
20 complete four (4) hours of Ethics course via live in-person or live-webinar, and other coursework  
21 substantially related to the violation(s) no later than the end of the first year of probation.

22           The coursework shall be in addition to that required for license renewal. The Board or its  
23 designee shall notify Respondent of the course content and number of hours required. Within  
24 thirty (30) days of the Board's written notification of assigned coursework, Respondent shall  
25 submit a written plan to comply with this requirement to the Board or its designee. The Board or  
26 its designee shall approve such a plan prior to enrollment in any course of study.

27           Upon successful completion of the coursework, Respondent shall submit original  
28 completion certificates to the Board within thirty (30) days of course completion.

1           4.    RESTITUTION   Within ninety (90) days of the effective date of this Decision,  
2 Respondent shall provide proof to the Board or its designee of restitution in the amount of, as  
3 follows: Respondent was ordered to pay \$516,958.24 to the Franchise Tax Board of California.  
4 She obtained a hardship waiver that suspends the collection for six months. But Respondent  
5 agrees to pay \$100.00 every month until paid in full. The estimated total amount she will have  
6 paid by December 2020 is \$500.

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

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

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

21           8.    TOLLING FOR OUT-OF-STATE PRACTICE OR RESIDENCE   If Respondent  
22 leaves California to reside or practice outside this state, or for any reason, unless by Board order,  
23 should Respondent stop practicing acupuncture in California, Respondent must notify the Board  
24 in writing of the dates of departure and return or the dates of non-practice within ten (10) days of  
25 departure or return. Non-practice is defined as any period of time exceeding 30 days in which  
26 Respondent is not engaging in the practice of acupuncture or any time the license is inactive or in  
27 cancelled status. Periods of temporary residency or practice outside the state or of non-practice  
28 within the state shall not apply to reduction of the probationary period. It shall be a violation of

1 probation for respondent's probation to remain tolled pursuant to the provisions of this condition  
2 for a period exceeding a total, consecutive period of two years.

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

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

9 9. EMPLOYMENT AND SUPERVISION OF TRAINEES Respondent shall not  
10 employ or supervise or apply to employ or supervise acupuncture trainees during the course of  
11 this probation. Respondent shall terminate any such supervisorial relationship in existence on the  
12 effective date of this probation. Respondent shall not teach at any Board approved training  
13 program or continuing education courses during the course of this probation.

14 10. EMPLOYMENT REQUIREMENTS During probation, Respondent shall work in  
15 her capacity as an acupuncturist in the State of California. This practice shall consist of no less  
16 than 40 hours per month.

17 11. COST RECOVERY Respondent shall pay to the Board its costs of investigation and  
18 enforcement in the amount of \$9, 253.75. Respondent shall be permitted to pay these costs in a  
19 payment plan approved by the Board or its designee, with payments to be completed no later than  
20 three months prior to the end of the probation term. Cost recovery will not be tolled.

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

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

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

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

27           Voluntary surrender of Respondent's license shall be considered disciplinary action and  
28 shall become a part of Respondent's license history with the Board. If Respondent reapplies for



1 an acupuncture license, the application shall be treated as a petition for reinstatement of a revoked  
2 or surrendered license.

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

8 16. NOTIFICATION OF NAME, ADDRESS, TELEPHONE NUMBER OR EMAIL  
9 ADDRESS CHANGES Respondent shall notify the assigned probation monitor, in writing  
10 within ten (10) days, of any and all name, address, telephone and/or e-mail address changes.

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

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

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

25 Within five (5) days prior to a patient's first visit following the effective date of the Board's  
26 Decision, Respondent shall provide the written disclosure to all patients or a patient's guardian or  
27 health care surrogate except when any of the following applies:

- 28 (1) The patient is unconscious or otherwise unable to comprehend the disclosure and

1 sign the copy of the disclosure pursuant to subdivision (b) and a guardian or health care  
2 surrogate is unavailable to comprehend the disclosure and sign the copy.

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

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

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

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

11 18. MAINTENANCE OF CLEAR AND ACTIVE LICENSE Respondent shall, at all  
12 times, maintain a clear and active current license with the Board, including any period of  
13 suspension or tolled probation.

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

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

20 19. COMPLETION OF PROBATION Upon successful completion of probation,  
21 respondent's license will be fully restored.

### 22 ACCEPTANCE

23 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
24 discussed it with my attorney, Brian Mabee. I understand the stipulation and the effect it will  
25 have on my Acupuncturist License. I enter into this Stipulated Settlement and Disciplinary Order  
26 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the  
27 Acupuncture Board.

28

1 DATED: 8/20/2020 *Diana Roman, L.Ac*

2 DIANA LILIANA ROMAN, L.AC.  
3 Respondent

4 I have read and fully discussed with Respondent Diana Liliana Roman, L.Ac. the terms and  
5 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.  
6 I approve its form and content.

7 DATED: 8-20-20 *Brian Mabee*

8 BRIAN MABEE  
9 Attorney for Respondent

10 **ENDORSEMENT**

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

13 DATED: 8/20/2020

14 Respectfully submitted,

15 XAVIER BECERRA  
16 Attorney General of California  
17 ROBERT MCKIM BELL  
18 Supervising Deputy Attorney General

19 *Chris Leong*  
20 CHRIS LEONG  
21 Deputy Attorney General  
22 Attorneys for Complainant

23 1.A2019505361

**Exhibit A**

**Accusation No. 1A-2018-144**