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SEIN CHIROPRACTIC CORPORATION & BRYAN AUN

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1 SUPERIOR COURT OF CALIFORNIA
2 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

10/30/2018
01:26 PM

DAVID H. YAMASAKI, Clerk of the Court
18CF3068

6 THE PEOPLE OF THE STATE OF CALIFORNIA,) FELONY COMPLAINT
7) WARRANT
8 Plaintiff,)
9)
10 vs.) No.
11 BRYAN AUN) 06/18/73)
12 D3421217)
13 Defendant(s))

14 The Orange County District Attorney charges that in Orange
15 County, California, the law was violated as follows:

16 COUNT 1: On or about and between November 01, 2014 and October
17 30, 2018, in violation of Section 550(a)(6) of the Penal Code
18 (MEDICAL INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent
19 to defraud, did knowingly and unlawfully make and cause to be
20 made a false and fraudulent claim to WORKERS' COMPENSATION
21 INSURANCE CARRIERS for payment of a health care benefit in an
amount exceeding nine hundred fifty dollars (\$950), and did aid
and abet, and solicit another to do the same.

22 OVERT ACT 1

23 On or about July 7, 2011, Defendant, a licensed chiropractor
24 working in the field of workers' compensation, paid his co-
25 conspirator Fermin Iglesias for patient referrals through his
26 company Sein Chiropractic Corporation.

27 OVERT ACT 2

28 Defendant continued to make payments to Fermin Iglesias until
October 9, 2015.

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OVERT ACT 3

Defendant accepted patients referred to his clinics by Iglesias, and arranged for his clinics to provide medical care for their workers' compensation injuries.

OVERT ACT 4

In addition to monetary payments, Defendant also referred, and did direct physicians working for his clinics to refer, patients to providers of medical goods and services as required by Iglesias, in violation of his fiduciary duties as a medical service provider.

OVERT ACT 5

Defendant concealed from workers' compensation insurance providers the existence of his referral scheme with Fermin Iglesias, in violation of his duty to report any financial interests.

OVERT ACT 6

Entities owned, controlled or affiliated with Fermin Iglesias, including Axis DME, Prime Medical Resources, and Vital Imaging Medical Group, submitted claims for payment to workers' compensation insurance providers for medical services, with at least one of those claims being submitted to Berkshire Hathaway Homestead Companies on 8/11/2015 for patient Salvador M. (claim number 22023877).

COUNT 2: On or about and between November 01, 2014 and October 30, 2018, in violation of Section 550(b)(3) of the Penal Code (INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent to defraud, did unlawfully conceal and knowingly fail to disclose, and did knowingly assist with another person to conceal and fail to disclose the occurrence of an event and a fact that affected the initial and continued material right and entitlement of ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS to an insurance benefit and payment, and to the amount of a benefit and payment to which ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS was entitled, namely: AN UNLAWFUL REFERRAL SCHEME.(CLAIMS WITH ZURICH INSURANCE 2080234434, 2080277692, 2080295002, 2080299709, 2080305486.)

1 COUNT 4: On or about and between November 01, 2014 and October
2 30, 2018, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent to
4 defraud, did unlawfully conceal and knowingly fail to disclose,
5 and did knowingly assist with another person to conceal and fail
6 to disclose the occurrence of an event and a fact that affected
7 the initial and continued material right and entitlement of
8 ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS to
9 an insurance benefit and payment, and to the amount of a benefit
10 and payment to which ENTITIES OWNED, CONTROLLED OR AFFILIATED
11 WITH FERMIN IGLESIAS was entitled, namely: AN UNLAWFUL REFERRAL
12 SCHEME. (CLAIMS WITH LIBERTY MUTUAL INSURANCE 604-A38736, 604-
13 A42087, 604-A43591, 604-A49125, 604-A46485, 604-A02311, 604-
14 A31308, ,604-A51118, 604-A49451, 604-A31140, 608-a99266, 608-
15 A82143, 608-A85529, 608-A94545, 608-C02537, 608-C04728, 608-
16 A01122, 608-A89303, 608- 08131, 608-C09851, 608-C09979, 608-
17 C13232, 608-C26971, 608-C30660, 608-C39386, 608-C62894, 604-
18 A18925, 604-A19808, 604-A21887, 604-A23320, 604-A45426, 604-
19 A45482, 604-A46096, ,604-A50056 , 604-A50885, 604-A53985, 604-
20 A58399, 604-A66506, 608-591940, 608-A01044, 608-A10053, 608-
21 A30336, 608-A48313, 604-A60892, 608-A61272, 608-A76712, 608-
22 A85593, 608-A89191, 608-A91438, 608-A91720, 608-A99908, 608-
23 C06044, 608-C12855, 608-C12971, 608-C13430, 608-C14682, 608-
24 C14818, 608-C18851, 608-C21921, 608-C22745, 608-C23082, 608-
25 C23295, 608-C28001, 608-C28789, 608-C33125, 608-C38167, 608-
26 C41947, 608-C45135, 648-A28469, 648-A28800, 648-A34506, 648-
27 A81293, 648-A91731, 648-A98568, 648-A99716, 648-C02609, 648-
28 C08683, 648-C08822, 648-C15284, 648-C15498, 648-C16605, 648-
C16886, 648-C19062, 648-C20952, 648-C22750.)

21 COUNT 5: On or about and between November 01, 2014 and October
22 30, 2018, in violation of Section 550(b)(3) of the Penal Code
23 (INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent to
24 defraud, did unlawfully conceal and knowingly fail to disclose,
25 and did knowingly assist with another person to conceal and fail
26 to disclose the occurrence of an event and a fact that affected
27 the initial and continued material right and entitlement of
28 ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS to
an insurance benefit and payment, and to the amount of a benefit
and payment to which ENTITIES OWNED, CONTROLLED OR AFFILIATED
WITH FERMIN IGLESIAS was entitled, namely: AN UNLAWFUL REFERRAL
SCHEME. (CLAIMS WITH EMPLOYERS INSURANCE 2013230175, 2013205324,
2014244353, 2012175608, 2014228704.)

1 COUNT 6: On or about and between November 01, 2014 and October
2 30, 2018, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent to
4 defraud, did unlawfully conceal and knowingly fail to disclose,
5 and did knowingly assist with another person to conceal and fail
6 to disclose the occurrence of an event and a fact that affected
7 the initial and continued material right and entitlement of
8 ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS to
9 an insurance benefit and payment, and to the amount of a benefit
10 and payment to which ENTITIES OWNED, CONTROLLED OR AFFILIATED
11 WITH FERMIN IGLESIAS was entitled, namely: AN UNLAWFUL REFERRAL
12 SCHEME. (CLAIMS WITH BERKSHIRE HATHAWAY HOMESTEAD COMPANIES
22007747, 22021517, 22022571, 22023343, 22023877, 22026746,
22027242, 22027437, 22027874, 22028410, 22028431, 22028556,
33014039, 33033173, 33040294, 33041222, 33041889, 33042844,
33043499, 33043925, 33045403, 33045833, 33047020, 33048734,
33054161, 33058628, 33061601, 44015046, 22030817, 33065997,
33079219.)

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1 COUNT 7: On or about and between November 01, 2014 and October
2 30, 2018, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent to
4 defraud, did unlawfully conceal and knowingly fail to disclose,
5 and did knowingly assist with another person to conceal and fail
6 to disclose the occurrence of an event and a fact that affected
7 the initial and continued material right and entitlement of
8 ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS to
9 an insurance benefit and payment, and to the amount of a benefit
10 and payment to which ENTITIES OWNED, CONTROLLED OR AFFILIATED
11 WITH FERMIN IGLESIAS was entitled, namely: AN UNLAWFUL REFERRAL
12 SCHEME. (CLAIMS WITH INSURANCE COMPANY OF THE WEST 2016001025,
13 2016001130, 2016001901, 2016002416, 2016002951, 2016006343,
14 2016006881, 2016010650, 2016012599, 2016015874, 2016018633,
15 2016018728, 2017003462, 2017004327, 10101101484, 10101103250,
16 10101200262, 10101202476, 10101205770, 10101300148, 10101301844,
17 10101302317, 10101304075, 10101304994, 10101305329, 10101305376,
18 10101306105, 10101307748, 10101308379, 10101310033, 10101310034,
19 10101400994, 10101401759, 10101401808, 10101402972, 10101404928,
20 10101405749, 10101406329, 10101406566, 10101407530, 10101407577,
21 10101407768, 10101407898, 10101409518, 10101409851, 10101410291,
22 10101410455, 10101410796, 10101411169, 10101411856, 10101411929,
23 10101412321, 10101500191, 10101500701, 10101500702, 10101502203,
24 10101502397, 10101503016, 10101503134, 10101503459, 10101503845,
25 10101504023, 10101504134, 10101504840, 10101504867, 10101504995,
26 10101505801, 10101505989, 10101506261, 10101506583, 10101506600,
27 10101506978, 10101507170, 10101507198, 10101507411, 10101507588,
28 10101508045, 10101508202, 10101509667, 10101509889, 10101509958,
10101511292, 10101511462, 10101511762, 10101512143, 10101512517,
10101512520, 10101514337, 10101514639, 10101514731,
10101515883.)

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1 COUNT 8: On or about and between November 01, 2014 and October
2 30, 2018, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent to
4 defraud, did unlawfully conceal and knowingly fail to disclose,
5 and did knowingly assist with another person to conceal and fail
6 to disclose the occurrence of an event and a fact that affected
7 the initial and continued material right and entitlement of
8 ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS to
9 an insurance benefit and payment, and to the amount of a benefit
and payment to which ENTITIES OWNED, CONTROLLED OR AFFILIATED
WITH FERMIN IGLESIAS was entitled, namely: AN UNLAWFUL REFERRAL
SCHEME. (CLAIMS WITH TRAVELER'S INSURANCE E3A7927, E3V7256,
E5V8627, CBU3341, EQB6496.)

10 COUNT 9: On or about and between November 01, 2014 and October
11 30, 2018, in violation of Section 550(b)(3) of the Penal Code
12 (INSURANCE FRAUD), a FELONY, BRYAN AUN, with the intent to
13 defraud, did unlawfully conceal and knowingly fail to disclose,
14 and did knowingly assist with another person to conceal and fail
15 to disclose the occurrence of an event and a fact that affected
16 the initial and continued material right and entitlement of
17 ENTITIES OWNED, CONTROLLED OR AFFILIATED WITH FERMIN IGLESIAS to
18 an insurance benefit and payment, and to the amount of a benefit
19 and payment to which ENTITIES OWNED, CONTROLLED OR AFFILIATED
20 WITH FERMIN IGLESIAS was entitled, namely: AN UNLAWFUL REFERRAL
21 SCHEME. (CLAIMS WITH HARTFORD INSURANCE Y03C45737, Y19C12029,
22 Y29C14167, Y67C00304, Y67C00411, Y67C02000, Y67C02660,
Y67C03212, Y67C04248, Y67C17186, Y67C18123, Y67C18359,
Y67C20155, Y67C22238, Y67C32029, Y67C33584, Y67C33760,
Y67C34544, Y67C39125, Y67C40468, Y67C42318, YMHC46744,
YMHC61917, YMHC65063, YMHC86782, YMHC89376, YMHC93326,
YMHC95565, YMHC98015, YMQC05414, YMQC06483, YMQC06897, YMQC07683,
YMQC08933, YMQC09155, YMQC10931.)

23 COUNT 10: On or about and between July 07, 2011 and October 09,
24 2015, in violation of Section 3215 of the Labor Code (REFERRAL
25 OF CLIENTS FOR COMPENSATION), a FELONY, BRYAN AUN did unlawfully
26 offer, deliver, receive, and accept a rebate, refund,
27 commission, preference, patronage, dividend, discount and other
28 consideration, as compensation and inducement for referring
clients and patients to perform and obtain services and
benefits.

/

1 COUNT 11: On or about and between January 01, 2015 and October
2 09, 2015, in violation of Section 650(a) of the Business &
3 Professions Code (UNLAWFUL COMPENSATION / INDUCEMENT FOR PATIENT
4 REFERRALS), a FELONY, BRYAN AUN, a person licensed under the
5 Healing Arts Division of this Code and the Chiropractic
6 Initiative Act, did unlawfully offer, deliver, receive, and
7 accept any rebate, refund, commission, preference, patronage
8 dividend, discount, and other consideration as compensation and
9 inducement for referring patients, clients, and customers to
10 FERMIN IGLESIAS.

8 OTHER ALLEGATION(S)

9
10 As to Count(s) 10 and 11, it is further alleged pursuant to
11 Penal Code sections 803(c)/801.5 (STATUTE OF LIMITATION TOLLED),
12 that the offense(s) of Business and Professions Code section 650
13 and Labor Code section 3215 are felonies, and no victim of the
14 offense and no law enforcement agency chargeable with the
15 investigation and prosecution of the offense had actual or
16 constructive knowledge of the offense prior to the date of
17 January 12, 2017, when it was discovered by Investigator
18 Jennifer Friedl. Investigator Jennifer Friedl discovered the
19 offense when reviewing financial records received through a
20 search warrant, which contained details about Defendant's
21 monetary payments to Fermin Iglesias. The offense was not
22 discovered earlier because information about the bank account
23 was not known to investigators in order to seek a search warrant
24 for the bank records.

20 ENHANCEMENT(S)

21 It is further alleged pursuant to Penal Code section 186.11(a)
22 (1)/(2) (AGGRAVATED WHITE COLLAR CRIME - OVER \$500,000), that as
23 to counts 1, 2, 3, 4, 5, 6, 7, 8 and 9, defendant BRYAN AUN
24 engaged in a pattern of related fraudulent felony conduct
25 involving the taking of more than five hundred thousand dollars
26 (\$500,000).

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I declare under penalty of perjury, on information and belief, that the foregoing is true and correct.

Dated 10-30-2018 at Orange County, California.
NH/AC 18F13556

TONY RACKAUCKAS, DISTRICT ATTORNEY

by: /s/ NOORUL HASAN
NOORUL HASAN, Deputy District Attorney

RESTITUTION CLAIMED

- None
- \$ _____
- To be determined

BAIL RECOMMENDATION:

BRYAN AUN - \$ 500,000.00

NOTICES:

The People request that defendant and counsel disclose, within 15 days, all of the materials and information described in Penal Code section 1054.3, and continue to provide any later-acquired materials and information subject to disclosure, and without further request or order.

Pursuant to Welfare & Institutions Code §827 and California Rule of Court 5.552, notice is hereby given that the People will seek a court order to disseminate the juvenile case file of the defendant/minor, if any exists, to all parties in this action, through their respective attorneys of record, in the prosecution of this case.

2403122

FILED

In the Office of the Secretary of State
of the State of California

JAN 10 2002

Bill Jones
BILL JONES, Secretary of State

**ARTICLES OF INCORPORATION
OF
AUN CHIROPRACTIC CORPORATION**

1. **NAME.** The name of this corporation is Aun Chiropractic Corporation.

2. **PURPOSE.** The purpose of the corporation is to engage in the profession of Chiropractic and any other lawful activities (other than the banking or trust company business) not prohibited to a corporation engaging in such profession by applicable laws and regulations.

3. **TYPE.** This corporation is a professional corporation within the meaning of Part 4 of Division of 3 of Title 1 of the California Corporations Code.

4. **INITIAL AGENT.** The name and address of this corporation's initial agent for service of process is:

Eric Leach
414 W. Fourth Street, Suite A
Santa Ana, California 92701

5. **DIRECTORS.** The names and address of the persons who are appointed to act as the initial directors of this corporation are:

<u>Name</u>	<u>Address</u>
Bryan Aun	1314 S. Euclid St., Suite #208, Anaheim, California 92802

6. **AUTHORIZED CAPITAL.** This corporation is authorized to issue one class of shares, which may be designated "common shares." The total authorized number of shares which may be issued is 20,000 shares.

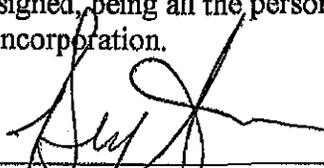
7. **DIRECTOR LIABILITY.** The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

damages shall be eliminated to the fullest extent permissible under California law.

8. INDEMNIFICATION. The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, have executed these Articles of Incorporation.

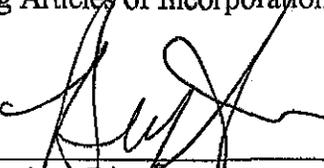
Dated: 1/2/02



Bryan Aun, Initial Director

The undersigned, being all the persons named above as the initial directors, declare that they are the persons who executed the foregoing Articles of Incorporation, which execution is their act and deed.

Dated: 1/2/02.



Bryan Aun, Initial Director

A0579585

FILED *mg*
In the Office of the Secretary of State
of the State of California

APR 11 2002

Bill Jones
BILL JONES, Secretary of State

2403122

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

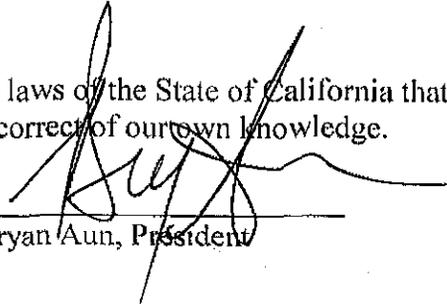
The undersigned certifies that:

1. He is the **president** of AUN CHIROPRACTIC CORPORATION, a California Corporation.
2. Article one of the Articles of Incorporation of this corporation is amended to read as follows:

Name. The name of this corporation is SEIN CHIROPRACTIC CORPORATION.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has issued no shares.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 4/9/02


Bryan Aun, President



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FC10690

FILED

In the office of the Secretary of State
of the State of California

FEB-22 2016

1. CORPORATE NAME

SEIN CHIROPRACTIC CORPORATION

2. CALIFORNIA CORPORATE NUMBER

C2403122

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE
625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
BRYAN AUN 625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

8. SECRETARY ADDRESS CITY STATE ZIP CODE
BRYAN AUN 625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
BRYAN AUN 625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE
BRYAN AUN 625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
BRYAN AUN

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
625 THE CITY DRIVE SOUTH SUITE 300, ORANGE, CA 92868

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CHIROPRACTIC OFFICE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

02/22/2016 BRYAN AUN PRESIDENT
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G145608

FILED

In the office of the Secretary of State
of the State of California

OCT-31 2018

1. CORPORATE NAME
SEIN CHIROPRACTIC CORPORATION

2. CALIFORNIA CORPORATE NUMBER
C2403122

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/31/2018 BRYAN AUN PRESIDENT
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

BOARD OF CHIROPRACTIC EXAMINERS LICENSING DETAILS FOR: 26948

NAME: AUN, BRYAN
LICENSE TYPE: CHIROPRACTOR
LICENSE STATUS: VALID
ADDRESS
 625 THE CITY DRIVE SOUTH STE 300
 ORANGE CA 92868
 ORANGE COUNTY

ISSUANCE DATE

JULY 14, 2000

EXPIRATION DATE

JUNE 30, 2019

CURRENT DATE / TIMEDECEMBER 13, 2018
10:55:31 AM

PUBLIC RECORDS

DISCIPLINARY ACTIONS (2)

DESCRIPTION: ACCUSATION FILED **START DATE:** MARCH 6, 2017
DESCRIPTION: REVOKED, STAYED, PROBATION **START DATE:** OCTOBER 26, 2018

PUBLIC DOCUMENTS

DOCUMENTS (2)

DATE: 2018-10-26 **DOCUMENT:** LINK **DATE:** 2018-08-15 **DOCUMENT:** LINK

LICENSE RELATIONSHIPS

NAME: SEIN CHIROPRACTIC CORPORATION
LICENSE/REGISTRATION TYPE: CORPORATION
LICENSE NUMBER: 2430 **PRIMARY STATUS:**
 VALID

ADDRESS :
 625 THE CITY DRIVE SOUTH STE 300
 ORANGE CA 92868
 ORANGE COUNTY

MAP

NAME: AUN, BRYAN
LICENSE/REGISTRATION TYPE: SATELLITE
LICENSE NUMBER: 6228 **PRIMARY STATUS:**
 CANCELLED

ADDRESS :
 1111 W. 6TH STREET, #101
 LOS ANGELES CA 90017
 LOS ANGELES COUNTY

MAP

NAME: AUN, BRYAN
LICENSE/REGISTRATION TYPE: SATELLITE
LICENSE NUMBER: 6894 **PRIMARY STATUS:**
 FORFEITURE

ADDRESS :
 910 S. SUNSET AVE, #1
 WEST COVINA CA 91790
 LOS ANGELES COUNTY

MAP

NAME: AUN, BRYAN
LICENSE/REGISTRATION TYPE: SATELLITE
LICENSE NUMBER: 19176 **PRIMARY STATUS:**
 VALID

ADDRESS :
 11525 BROOKSHIRE AVE STE 202
 DOWNEY CA 90241
 LOS ANGELES COUNTY

MAP

NAME: AUN, BRYAN
LICENSE/REGISTRATION TYPE: SATELLITE
LICENSE NUMBER: 21821 **PRIMARY STATUS:**
 VALID

ADDRESS :
 1220 HEMLOCK WAY STE 106
 SANTA ANA CA 92707
 ORANGE COUNTY

MAP

NAME: AUN, BRYAN
LICENSE/REGISTRATION TYPE: SATELLITE
LICENSE NUMBER: 3525 **PRIMARY STATUS:**
 FORFEITURE

ADDRESS :
 1220 HEMLOCK WAY SUITE 105A
 SANTA ANA CA 92707
 ORANGE COUNTY

MAP

NAME: AUN, BRYAN
LICENSE/REGISTRATION TYPE: SATELLITE
LICENSE NUMBER: 6826 **PRIMARY STATUS:**
 CANCELLED

ADDRESS :
 10800 PARAMOUNT BLVD #102
 DOWNEY CA 90241
 LOS ANGELES COUNTY

MAP

BOARD OF CHIROPRACTIC EXAMINERS

LICENSING DETAILS FOR: 10752

NAME: AUN, BRYAN

LICENSE TYPE: SATELLITE

LICENSE STATUS: CANCELLED

ADDRESS

330 S GARFIELD AVE STE 208
ALHAMBRA CA 91801
LOS ANGELES COUNTY

ISSUANCE DATE

MAY 13, 2009

EXPIRATION DATE

JUNE 30, 2016

CURRENT DATE / TIME

JANUARY 9, 2019
3:28:35 PM

PUBLIC RECORDS

› THERE ARE NO PUBLIC RECORDS.

PUBLIC DOCUMENTS

› DOCUMENTS (NO RECORDS)

BEFORE THE
BOARD OF CHIROPRACTIC EXAMINERS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

BRYAN AUN, DC
625 The City Drive South, Suite 300
Orange, CA 92868

Chiropractic License No. DC 26948
Satellite Certificate No. SAT 3525
Satellite Certificate No. SAT 6826
Satellite Certificate No. SAT 19176

Respondent.

Case No. 2016-1082

OAH No. 2017070794

DECISION and ORDER

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

This Decision shall become effective on October 26, 2018.

IT IS SO ORDERED September 26, 2018.



HEATHER DEHN, D.C.

BOARD CHAIR

Board of Chiropractic Examiners
Department of Consumer Affairs

1 XAVIER BECERRA
Attorney General of California
2 ANTOINETTE B. CINCOTTA
Supervising Deputy Attorney General
3 DESIREE I. KELLOGG
Deputy Attorney General
4 State Bar No. 126461
600 West Broadway, Suite 1800
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 738-9429
7 Facsimile: (619) 645-2061
Attorneys for Complainant

8
9 **BEFORE THE**
BOARD OF CHIROPRACTIC EXAMINERS
DEPARTMENT OF CONSUMER AFFAIRS
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

12 **BRYAN AUN, D.C.**
13 **625 The City Drive South, Suite 300**
14 **Orange, CA 92868**

15 **Chiropractic License No. DC 26948**
16 **Satellite Certificate No. SAT 3525**
Satellite Certificate No. SAT 6826
Satellite Certificate No. SAT 19176

17 Respondent.

Case No. 2016-1082

OAH No. 2017070794

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

18
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. Robert Puleo (Complainant) is the Executive Officer of the Board of Chiropractic
23 Examiners (Board). He brought this action solely in his official capacity and is represented in this
24 matter by Xavier Becerra, Attorney General of the State of California, by Desiree I. Kellogg,
25 Deputy Attorney General.

26 ///

27 ///

28

1 Chiropractic Examiners may communicate directly with the Board regarding this stipulation and
2 settlement, without notice to or participation by Respondent or his counsel. By signing the
3 stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek
4 to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails
5 to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary
6 Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal
7 action between the parties, and the Board shall not be disqualified from further action by having
8 considered this matter.

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

12 17. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
13 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
14 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
15 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
16 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
17 writing executed by an authorized representative of each of the parties.

18 18. 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 Chiropractic License No. DC 26948, Satellite Certificate
23 No. SAT 3525, Satellite Certificate No. SAT 6826 and Satellite Certificate No. 19176 issued to
24 Respondent Bryan Aun are revoked. However, the revocation is stayed as to Respondent's
25 Satellite Certificate No. 19176 and Chiropractic License No. DC 26948 which are placed on
26 probation for five (5) years on the following terms and conditions.

27 1. **Actual Suspension.** As part of probation, Respondent is suspended from
28 the practice of chiropractic until he passes the Ethics and Boundaries Examination and California

1 Chiropractic Law Examination. Respondent shall prominently post a suspension notice provided
2 by the Board in a place conspicuous and readable to the public. The suspension notice shall
3 remain posted during the entire period of actual suspension.

4 Respondent shall not, directly or indirectly, engage in any conduct or make any statement
5 which is intended to mislead or is likely to have the effect of misleading any patient, member of
6 the public, or other person as to the nature of and reason for the suspension.

7 If Respondent successfully takes and passes the Ethics and Boundaries Examination and
8 California Chiropractic Law Examination prior to the effective date of the Decision adopting this
9 Stipulated Settlement, Respondent's suspension is waived.

10 Subject to the above restrictions, Respondent may continue to own or hold an interest in the
11 chiropractic practice in which he holds an interest at the time this Decision becomes effective.

12 2. **Obey All Laws.** Respondent shall obey all federal, state and local laws,
13 and all statutes and regulations governing the practice of Chiropractic in California. A full and
14 detailed account of any and all arrests and or convictions for any violations of law shall be
15 reported by the Respondent to the Board in writing within 72 hours of occurrence. To permit
16 monitoring of compliance with this term, Respondent shall submit completed fingerprint cards
17 and fees within 45 days of the effective date of this decision, unless previously submitted as part
18 of the licensure application process. Respondent shall submit a recent 2" x 2" photograph of
19 himself or herself within 45 days of the effective date of the final decision.

20 3. **Quarterly Reports.** Respondent shall submit quarterly reports under
21 penalty of perjury on a form entitled "Quarterly Probation Report" (No. QPR100 (Rev. 7/04)),
22 certifying and documenting whether there has been compliance with all conditions of probation.
23 If the final probation report is not made as directed, probation shall be extended automatically
24 until such time as the final report is made.

25 4. **Probation Monitoring.** Respondent shall comply with the Board's
26 probation compliance monitoring program. Failure to comply with probation monitoring shall be
27 considered a violation of probation.

28 5. **Interview with Board.** Respondent shall appear in person for interviews

1 with the Board's Enforcement staff, the full Board, or its designee upon request at various
2 intervals and with reasonable notice.

3 6. **Continuing Education.** Respondent shall provide evidence of continuing
4 education, required for license renewal, if requested by the Board.

5 7. **Reimbursement of Board Costs.** Respondent shall reimburse to the
6 Board its costs of investigation and enforcement in the amount of \$50,000.00. Respondent shall
7 make said payments in a payment plan approved by the Board. If Respondent fails to pay the
8 costs as directed by the Board and on the date(s) determined by the Board, probation shall be
9 automatically extended until such time that all costs are paid in full.

10 8. **Tolling of Probation.** If Respondent leaves California to reside or practice
11 outside this state, or for any reason should stop practicing chiropractic in California, Respondent
12 must notify the board in writing of the dates of departure and return or the dates of non-practice
13 within ten (10) days of departure or return. Non-practice is defined as any period of time
14 exceeding thirty (30) days in which is not engaging in the practice of chiropractic or any time the
15 license is inactive or in forfeiture status. Periods of temporary residency or practice outside the
16 state or of non-practice within the state shall not apply to reduction of the probationary period. It
17 shall be a violation of probation for Respondent's probation to remain tolled pursuant to the
18 provisions of this condition for a period exceeding a total, combined total or consecutive period
19 of one year.

20 9. **No Preceptorships or Supervision of Interns.** Respondent shall not
21 supervise any chiropractic student (intern) participating in a preceptor program or any unlicensed
22 chiropractic graduate and shall not perform any of the duties of a preceptor.

23 10. **Violation of Probation.** If Respondent violates probation in any respect,
24 the Board, after giving Respondent notice and the opportunity to be heard, may revoke probation
25 and carry out the disciplinary order that was stayed. If an Accusation or Petition to Revoke
26 Probation is filed against Respondent during probation, the Board shall have continuing
27 jurisdiction until the matter is final, and the period of probation shall be extended until the matter
28 is final. If Respondent has not complied with any term or condition of probation, the Board shall

1 have continuing jurisdiction over Respondent, and probation shall automatically be extended until
2 all terms and conditions have been met or the Board has taken other action as deemed appropriate
3 to treat the failure to comply as a violation of probation, to terminate probation, and to impose the
4 penalty which was stayed.

5 **11. Notification of Employment.** Within ten (10) days of a change in
6 employment -- either leaving or commencing employment -- Respondent shall so notify the
7 Board in writing, including the address of the new employer.

8 **12. Notice to Employers.** Respondent shall notify all present and prospective
9 employers of the Decision in case No. 2016-1082 and the terms, conditions and restrictions
10 imposed on by the Decision.

11 Within thirty (30) days of the effective date of this Decision, and within fifteen (15) days of
12 Respondent undertaking new employment, Respondent shall cause his/her employer to report to
13 the Board in writing acknowledging the employer has read the Decision in case No. 2016-1082.

14 “Employment” within the meaning of this provision shall include any full-time, part-time or
15 temporary service as a chiropractor.

16 **13. Notice to Employees.** Respondent shall, upon or before the effective date
17 of this Decision, ensure that all employees involved in chiropractic operations are made aware of
18 all the terms and conditions of probation, either by posting a notice of the conditions of the terms
19 and conditions, circulating such notice, or both. If the notice required by this provision is posted,
20 it shall be posted in a prominent place and shall remain posted throughout probation. Respondent
21 shall ensure that any employees hired or used after the effective date of this Decision are made
22 aware of all the terms and conditions by posting a notice, circulating a notice, or both.

23 “Employees” as used in this provision includes all full-time, part-time, temporary and
24 independent contractors employed or hired at any time during probation.

25 Respondent shall, if requested, provide proof to the Board or its designee that all employees
26 are aware of the Decision in 2016-1082 since its effective date.

27 **14. License Surrender.** Following the effective date of this Decision, if
28 Respondent ceases practicing due to retirement, health reasons or is otherwise unable to satisfy

1 the terms and conditions of probation, Respondent may voluntarily tender his license to the
2 Board. The Board reserves the right to evaluate the Respondent's request and to exercise its
3 discretion whether to grant the request, or to take any other action deemed appropriate and
4 reasonable under the circumstances. Upon formal acceptance of the tendered license, Respondent
5 will no longer be subject to the terms and conditions of probation. Respondent shall relinquish
6 his wall license and pocket renewal license to the Board or its designee within ten (10) days from
7 the date of acceptance.

8 15. **Completion of Probation.** Upon successful completion of probation,
9 Respondent's license will be fully restored.

10 16. **Take and Pass Ethics and Boundaries Examination.** Within ninety (90)
11 days of the effective date of this Decision, Respondent shall take and pass the Ethics and
12 Boundaries Examination administered by the Ethics and Boundaries Assessment Services, LLC
13 (EBAS.org). If Respondent fails to pass the Ethics and Boundaries Examination in the first
14 ninety (90) days of probation, it shall be considered a violation of probation. Respondent shall
15 pay all costs associated with the examination and any subsequent re-examinations at the
16 examination fee set by EBAS.

17 17. **Take and Pass California Chiropractic Law Examination.** Within
18 ninety (90) days of the effective date of this Decision, Respondent shall take and pass the
19 California Chiropractic Law Examination administered by the Board. If Respondent fails to pass
20 the California Chiropractic Law Examination in the first ninety (90) days of probation, it shall be
21 considered a violation of probation. Respondent shall pay all costs associated with the
22 examination and any subsequent re-examinations at the examination fee set by the Board.

23 18. **Billing Monitor:** Within sixty (60) days of the effective date of this
24 decision, Respondent shall submit the Board or its designee for its prior approval, the name along
25 with Curriculum Vitae of a person to act as Respondent's monitor. The billing monitor shall be a
26 Certified Medical/Healthcare Biller or Auditor in good professional standing.

27 Good professional standing means, that the billing monitor cannot have his or her
28 professional license or personal professional certification with any history of administrative

1 disciplinary action or probation or with any prior civil or criminal action against them involving
2 insurance fraud, or acts of moral turpitude or dishonesty.

3 All proposed billing monitors shall be independent, with no professional or
4 personal relationship with Respondent, including a familial relationship with or be an employee,
5 partner, or associate of Respondent. It is Respondent's responsibility to ensure their billing
6 monitor has copies of the First Amended Accusation in this matter along with the Decision and
7 Order for reference. Once the Board has approved a billing monitor, Respondent shall submit a
8 plan or scope of review by which the billing monitor will provide monitoring of Respondent's
9 billing practices. Respondent must have a continuous record of chiropractic treatment of patients,
10 which shall include billing, accounting, and payment records, to be examined by the billing
11 monitor. Pro bono treatment or trade for services only will not be accepted. Failure to treat
12 patients on a fee for service basis will be considered non-compliance with this term and
13 Respondent's probation will be tolled until Respondent treats patients on a fee for service basis. If
14 at any time during the period of probation, the billing monitor quits or is otherwise unavailable to
15 perform his or her monitoring duties, within fifteen (15) calendar days of the same, Respondent
16 shall submit to the Board, for its prior approval, the name and qualifications of one or more
17 persons to be the billing monitor. The billing monitor shall submit written reports to the Board on
18 a quarterly basis verifying that monitoring has taken place as required. It shall be Respondent's
19 responsibility to ensure that the required reports are filed in a timely manner. Respondent shall
20 give the monitor access to all of Respondent's chiropractic practice business records including
21 financial and patient records. Monitoring shall consist of at least four (4) hours, per quarter, of
22 review of Respondent's records. This review shall take place in Respondent's office.

23 The billing monitor shall approve all of Respondent's insurance and workers'
24 compensation insurance claims forms prior to their submission or contemporaneously with their
25 submission to Respondent's patients' insurance and workers' compensation companies. The
26 billing monitor shall submit a plan by which Respondent's insurance claim forms shall be
27 approved prior to or contemporaneously with submission. The billing monitor's approval of
28 Respondent's insurance claim forms shall be documented and able to be verified, upon request by

1 the Board.

2 If any patient records will be reviewed by the 3rd party billing monitor related to
3 required monitoring or audit activities, Respondent must notify his or her patients of this purpose
4 and also ensure notified patients submit a signed authorization release of records in accordance
5 with privacy law (HIPPA) for this purpose. If the monitor prepares a quarterly report to the
6 Board which finds substantial errors or omissions in, and/ or questionable billing practices,
7 monitoring may be increased at the discretion of the Board and Respondent shall immediately
8 comply therewith. All costs of monitoring shall be borne by the Respondent.

9 ACCEPTANCE

10 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
11 discussed it with my attorneys, Richard A. Moss, Esq. and Mark T. Roohk, Esq. I understand the
12 stipulation and the effect it will have on my Chiropractic License, and Satellite Certificates. I
13 enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and
14 intelligently, and agree to be bound by the Decision and Order of the Board of Chiropractic
15 Examiners.

16
17 DATED:

08/23/2018

BRYAN AUN
Respondent

18
19 I have read and fully discussed with Respondent Bryan Aun the terms and conditions and
20 other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its
21 form and content.

22 DATED:

08/23/18

RICHARD A. MOSS, ESQ.
Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Board of Chiropractic Examiners.

DATED: 8/23/18

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
ANTOINETTE B. CINCOTTA
Supervising Deputy Attorney General

DESIREE I. KELLOGG
Deputy Attorney General
Attorneys for Complainant

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1 XAVIER BECERRA
Attorney General of California
2 ANTOINETTE B. CINCOTTA
Supervising Deputy Attorney General
3 DESIREE I. KELLOGG
Deputy Attorney General
4 State Bar No. 126461
600 West Broadway, Suite 1800
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2996
7 Facsimile: (619) 645-2061
Attorneys for Complainant

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

12 In the Matter of the Accusation Against:

Case No. 2016-1082

13 **BRYAN AUN, D.C.**
14 **625 The City Drive South, Suite 300**
Orange, CA 92868

FIRST AMENDED ACCUSATION

15 **Chiropractic License No. DC 26948**
16 **Satellite Certificate No. SAT 3525**
Satellite Certificate No. SAT 6826
17 **Satellite Certificate No. SAT 19176**

18 Respondent.

19
20 Complainant alleges:

21 **PARTIES**

22 1. Robert Puleo (Complainant) brings this First Amended Accusation solely in his
23 official capacity as the Executive Officer of the Board of Chiropractic Examiners, Department of
24 Consumer Affairs.

25 2. On or about July 14, 2000, the Board of Chiropractic Examiners issued
26 Chiropractic License Number DC 26948 to Bryan Aun (Respondent). The Chiropractic License
27 was in full force and effect at all times relevant to the charges brought herein and will expire on
28 June 30, 2019, unless renewed.

1 suspending or revoking the license or otherwise taking disciplinary action against
the licensee on any such ground.

2 **STATUTORY PROVISION**

3 9. Business and Professions Code section 810(a) states:

4 It shall constitute unprofessional conduct and grounds for disciplinary action,
5 including suspension or revocation of a license or certificate, for a health care
6 professional to do any of the following in connection with his or her professional
activities:

7 (1) Knowingly present or cause to be presented any false or fraudulent claim
for the payment of a loss under a contract of insurance.

8 (2) Knowingly prepare, make, or subscribe any writing, with intent to present
9 or use the same, or to allow it to be presented or used in support of any false or
fraudulent claim.

10

11 **REGULATORY PROVISIONS**

12 10. California Code of Regulations, title 16, section 317, states in relevant part:

13 The board shall take action against any holder of a license who is guilty of
14 unprofessional conduct which has been brought to its attention, or whose license has
been procured by fraud or misrepresentation or issued by mistake.

15 Unprofessional conduct includes, but is not limited to, the following:

16 (a) Gross negligence;

17 (b) Repeated negligent acts;

18 (c) Incompetence;

19

20 (k) The commission of any act involving moral turpitude, dishonesty, or
21 corruption, whether the act is committed in the course of the individual's activities
as a license holder, or otherwise;

22 (l) Knowingly making or signing any certificate or other document relating to
23 the practice of chiropractic which falsely represents the existence or nonexistence of
a state of facts;

24 (m) Violating or attempting to violate, directly or indirectly, or assisting in or
25 abetting in the violation of, or conspiring to violate any provision or term of the Act
or the regulations adopted by the board thereunder;

26

27 (q) The participation in any act of fraud or misrepresentation;

28

1 (w) Not referring a patient to a physician and surgeon or other licensed health
2 care provider who can provide the appropriate management of a patient's physical
3 or mental condition, disease or injury within his scope of practice, if in the course of
4 a diagnostic evaluation a chiropractor detects an abnormality that indicates that the
5 patient has a physical or mental condition, disease, or injury that is not subject to
6 appropriate management by chiropractic methods and techniques. This subsection
7 shall not apply where the patient states that he or she is already under the care of
8 such other physician and surgeon or other licensed health care provider who is
9 providing the appropriate management for that physical or mental condition,
10 disease, or injury within his or her scope of practice.

11 11. California Code of Regulations, title 16, section 318, states:

12 (a) Chiropractic Patient Records. Each licensed chiropractor is required to
13 maintain all active and inactive chiropractic patient records for five years from the
14 date of the doctor's last treatment of the patient unless state or federal laws require a
15 longer period of retention. Active chiropractic records are all chiropractic records of
16 patients treated within the last 12 months. Chiropractic patient records shall be
17 classified as inactive when there has elapsed a period of more than 12 months since
18 the date of the last patient treatment.

19 All chiropractic patient records shall be available to any representative of the
20 Board upon presentation of patient's written consent or a valid legal order. Active
21 chiropractic patient records shall be immediately available to any representative of
22 the Board at the chiropractic office where the patient has been or is being treated.
23 Inactive chiropractic patient records shall be available upon ten days notice to any
24 representative of the Board. The location of said inactive records shall be reported
25 immediately upon request.

26 Active and inactive chiropractic patient records must include all of the
27 following:

- 28 (1) Patient's full name, date of birth, and social security number (if available);
- (2) Patient gender, height and weight. An estimated height and weight is acceptable where the physical condition of the patient prevents actual measurement;
- (3) Patient history, complaint, diagnosis/analysis, and treatment must be signed by the primary treating doctor. Thereafter, any treatment rendered by any other doctor must be signed or initialed by said doctor;
- (4) Signature of patient;
- (5) Date of each and every patient visit;
- (6) All chiropractic X-rays, or evidence of the transfer of said X-rays;
- (7) Signed written informed consent as specified in Section 319.1.

(b) Accountable Billings. Each licensed chiropractor is required to ensure accurate billing of his or her chiropractic services whether or not such chiropractor is an employee of any business entity, whether corporate or individual, and whether or not billing for such services is accomplished by an individual or business entity other than the licensee. In the event an error occurs which results in an overbilling, the licensee must promptly make reimbursement of the overbilling whether or not the licensee is in any way compensated for such reimbursement by his employer,

1 agent or any other individual or business entity responsible for such error. Failure by
2 the licensee, within 30 days after discovery or notification of an error which resulted
3 in an overbilling, to make full reimbursement constitutes unprofessional conduct.

4 COSTS

5 12. California Code of Regulations, title 16, section 317.5, subdivision (a), states, in
6 pertinent part:

7 In any order in resolution of a disciplinary proceeding before the Board of
8 Chiropractic Examiners, the board may request the administrative law judge to direct
9 a licentiate found to have committed a violation or violations of the Chiropractic
10 Initiative Act to pay a sum not to exceed the reasonable costs of the investigation and
11 enforcement of the case.

12 FACTUAL ALLEGATIONS

13 13. At all times relevant herein, Respondent provided services to the patients listed
14 herein at Sein Chiropractic Corporation located in Anaheim, California, his satellite offices
15 located in Santa Ana, and Downey, and other locations.

16 14. Respondent did not chart, use SOAP notes or otherwise document the services
17 provided to patients other than in documentation submitted to insurance carriers, such as Primary
18 Treating Physician's Progress Reports.

19 15. The Board received complaints and records from workers' compensation
20 insurance carriers about Respondent's billing practices, as well as records and electronic
21 recordings from the Los Angeles County District Attorney's investigation of Respondent's billing
22 practices. A review of these materials revealed the following.

23 Undercover Operation

24 16. On February 14, 2013 at approximately 10:00 a.m., the Los Angeles County
25 District Attorneys' Workers' Compensation Fraud Unit conducted an undercover operation at
26 Respondent's chiropractic clinic located in Anaheim, California. Previously, the undercover
27 operator, posing as an individual who had been injured while working as a gardener for a
28 landscaping company scheduled an appointment for that day. The undercover operator was
healthy and did not have any injuries. Respondent made false representations to the undercover
operator's insurance carrier about his examination, findings and diagnoses and "upcoded" the
visits.

1 17. Respondent "examined" the undercover operator by asking him to stand up and lift
2 his arms up to his side and in front of him to shoulder level and pushing down on the undercover
3 operator's arms. Respondent told the undercover operator that "if [he] want[ed], I can put on
4 disability for a year. And I tell everyone that. [N]o one's going to care, they will pay you," "if
5 you want to be on disability, by all means, you can get disability for a year" and "I can write
6 reports. I can make sure that I write you reports that give you the most dollar value."

7 18. Respondent asked the undercover operator if he wanted x-rays before Respondent
8 conducted any examinations. Respondent told the undercover operator that his employer "doesn't
9 care if [the undercover operator's] shoulder is going to dislocate," that if the undercover operator
10 "can show [his] employer is a jerk, it [will] actually make all [of the undercover operator's] cases
11 all the more better," and "now if [the employer is] uninsured, he's going to get hammered."
12 Respondent also told him that he would always have him on full work duties before examining
13 him. Respondent coached the undercover operator how to approach his "HR person" to obtain
14 medical treatment, coaching him that "you're going to tell your HR person, 'Hey listen, they sent
15 you to the doctor, just for some x-rays and medications.' Once you go there the first time, come in
16 here right afterwards" and "once they opened your case, then your case is really easy."

17 19. Respondent referred the undercover operator to an attorney in order for the
18 undercover operator to submit a workers' compensation claim. Respondent told the undercover
19 operator that "honestly, the attorneys love to see people get terminated, get fired...because they
20 get more money when you get terminated, and you get more money when you get terminated."
21 The undercover operator retained the attorney recommended by Respondent to represent him.

22 20. On February 27, 2013 at approximately 9:45 a.m., Respondent's staff examined
23 the undercover operator and diagnosed him with an injury to the left shoulder prior to the
24 undercover operator being seen by Respondent.

25 21. Respondent initially asked the undercover operator if he had "signed up with the
26 attorney." After the undercover operator confirmed that he had retained the attorney
27 recommended by Respondent, Respondent instructed the undercover operator to stand up and
28 raise both his arms to the side and asked him if he could move his arms in a circular motion. He

1 did not physically examine the undercover operator. Respondent then referred him to a
2 physician, Dr. D.J.² and authorized physical therapy. He informed the undercover operator that
3 he only needed to see him every six weeks. He ordered x-rays and a MRI. Respondent spent
4 approximately 13 minutes, 13 seconds face-to-face with the undercover operator.

5 22. On or about February 27, 2013, Respondent drafted a "Primary Treating
6 Physician's Initial Evaluation Report and Request for Authorization" to the undercover operator's
7 insurance company. In the Report, Respondent represented that he examined the undercover
8 operator and performed an "initial comprehensive chiropractic evaluation" of the undercover
9 operator. Respondent further represented in the Report that the undercover operator's attorney
10 referred the undercover operator to Respondent. Respondent also stated that "patient indicates
11 that the left shoulder feels weak with repetitive overhead work" which was not a complaint listed
12 in the undercover operator's intake forms.

13 23. In that Report, Respondent represented that he palpated the undercover operator's
14 left shoulder and that palpation indicated "moderate tenderness at the supraspinatus, infraspinatus
15 and bicipital group on the left." Respondent also claimed to perform: (1) an Apprehension test
16 which was negative on both shoulders, (2) a Supraspinatus Resistance test which was negative on
17 the right shoulder, (3) a Speed's-Bicipital Tendonitis Impingement Maneuver which was negative
18 on the right shoulder and (4) a Yergason's Sign test which was negative on the right shoulder.
19 Respondent further represented that a (1) Spraspinatus Resistance Test, (2) a Speed's-Bicipital
20 Tendonitis Test, (3) Impingement Maneuver test and (4) a Yergason's Sign test "revealed pain on
21 the left shoulder." Respondent also represented that he examined the undercover operator's
22 cervical spine and that the (1) reflexes for the biceps were normal bilaterally, (2) reflexes for the
23 triceps were normal bilaterally and (3) reflexes for the brachioradialis were normal bilaterally.
24 Respondent also claimed to conduct a (1) Distraction test, (2) a Foraminal Compression Test and
25 (3) a Shoulder Depressor Test on the undercover operator's cervical spine which were "negative
26 on both sides."

27
28 ² On September 15, 2015, Dr. D.J. was indicted by a grand jury for his participation in one
of the largest insurance fraud schemes in Los Angeles County.

1 24. Respondent diagnosed the undercover operator with (1) a "sprain of unspecified
2 site of shoulder and upper arm, (2) disorders of bursae and tendons in shoulder region unspecified
3 and (3) myalgia and myositis unspecified." He represented that the visit lasted 60 minutes and
4 that prolonged evaluation and management services were required for the visit. He then certified
5 his report, declaring "under penalty of perjury that the information contained in this report and its
6 attachments; if any, is true and correct to the best of [his] knowledge and belief."

7 25. Respondent drafted a "Doctor's First Report of Occupational Injury or Illness" in
8 which he stated that the first date and hour of examination or treatment was Wednesday, February
9 27, 2013 even though he had examined the undercover operator on February 14, 2013. On the
10 Health Insurance Form 1500, Respondent upcoded by using CPT Codes 99244 (new patient
11 initial comprehensive consultation), 99080, 99358 (prolonged or extended evaluation services)
12 and 73093 to bill \$1098.62 for his services.

13 26. On or about March 11, 2013, Respondent drafted a three-page report entitled
14 "Primary Treating Physician's Supplemental Report and Request for Authorization" to the
15 undercover operator's insurance company, claiming he spent 30 minutes total reviewing medical
16 records and preparing a report. On the Health Insurance Form 1500, Respondent used CPT
17 Codes 99080 and 99358 (prolonged or extended evaluation services) to bill \$246.00 for those
18 services.

19 27. On or about April 6, 2013, Respondent drafted a "Primary Treating Physician's
20 Supplemental Report and Request for Authorization" to the undercover operator's insurance
21 company. He repeated his "objective findings, including physical examination and diagnoses" of
22 the undercover operator from the February 27, 2013 visit. On the Health Insurance Claim Form
23 1500, Respondent upcoded by using CPT Codes 99361, 99358 (prolonged or extended evaluation
24 services) and 99080 to bill \$369.00 for a team conference with only one other healthcare
25 professional and his review of records.

26 28. On or about April 17, 2013, Respondent drafted a three-page "Primary Treating
27 Physician's Supplemental Report and Request for Authorization" to the undercover operator's
28 insurance company and claimed to have spent 30 minutes reviewing medical records and

1 preparing that report. On the Health Insurance Claim Form 1500, Respondent upcoded by using
2 CPT Codes 99080 and 99358 (prolonged or extended evaluation services) to bill \$246.00 for
3 those services.

4 29. On or about May 11, 2013, Respondent drafted a Primary Treating Physician's
5 Supplemental Report and Request for Authorization to the undercover operator's insurance
6 company, describing a team conference with one health care professional and a review of records.
7 He again repeated his "objective findings, including physical examination and diagnoses" from
8 the February 27, 2013 visit. On the Health Insurance Claim Form 1500, Respondent used CPT
9 Codes 99361, 99371, 99080 and 99358 (prolonged evaluation services) to bill \$492.00 for a team
10 conference with only one other health care provider and review of medical records.

11 30. On May 15, 2013, the undercover operator saw Respondent for a follow up visit.
12 Respondent sat behind his desk and asked questions about the status of the undercover operator's
13 legal representation and discussed whether an open or closed MRI scan should be ordered by
14 Respondent. Respondent asked the undercover operator if he wanted to have an MRI even
15 though the undercover operator told him that his shoulder had improved. Respondent instructed
16 the undercover operator to raise both his arms above his head and make circles with his arms
17 which he did for approximately 28 seconds. Respondent did not physically examine the
18 undercover operator. Respondent spent approximately 5 minutes, 21 seconds face-to-face with
19 the undercover operator.

20 31. On or about May 15, 2013, Respondent drafted a "Primary Treating Physician's
21 Progress Report (PR-2) and Request for Authorization" to the undercover operator's insurance
22 company. In the report, Respondent claimed to have examined the undercover operator for "re-
23 evaluation" and repeated his "prior physical findings and diagnoses." He ordered an MRI. On
24 the Health Insurance Claim Form 1500, he upcoded by using CPT Codes 99212, 99080 and
25 99358 (prolonged or extended evaluation services) to bill \$369.00 for the visit.

26 32. On or about May 22, 2013, Respondent drafted a three-page "Primary Treating
27 Physician's Supplemental Report" to the undercover operator's insurance company, describing
28 his review of medical records and preparation of the report. On the Health Insurance Claim Form

1 1500, he upcoded by using CPT Codes 99080 and 99358 (prolonged evaluation services) and
2 charged \$246 for those services. On or about December 28, 2015, Respondent filed a Notice and
3 Request for Allowance of Lien before the Workers' Compensation Appeals Board in the amount
4 of the total charges billed for his services to the undercover operator.

5 **Patient T.H.**

6 33. From approximately September 29, 2015 through February 4, 2016, Respondent
7 provided services to Patient T.H. (hereinafter "T.H.") for injuries alleged to have occurred during
8 the course of her employment.

9 34. In Respondent's reports to the insurance company, Respondent described that T.H.
10 suffered from sharp, burning pain in her neck, shoulder and back, but T.H.'s pain questionnaires
11 did not list such pain. Respondent charted cervical ranges of motion as full and normal which
12 were inconsistent with his findings that T.H. had muscle spasms.

13 35. Respondent performed "Speeds and Needs" tests to T.H.'s right shoulder which he
14 found to be positive, indicating that he should have referred T.H. to an orthopedic specialist.
15 However, the records did not indicate that Respondent referred T.H. to an orthopedic specialist.

16 36. Respondent's physical examination findings of T.H.'s cervical spine, thoracic
17 spine, right shoulder and right elbow, including range of motion were reported as identical during
18 three separate examinations.

19 37. On January 15 and 22, 2016, Respondent reported that T.H. had received "physical
20 and manipulating therapy and injections" when the records indicated she had not been provided
21 that treatment.

22 **Patient J.A.**

23 38. From approximately June 5, 2015 through November 13, 2015, Respondent
24 provided services to Patient J.A. (hereinafter "J.A.") for injuries alleged to have occurred during
25 the course of his employment.

26 39. On June 5, 2015, Respondent reported that J.A.'s cervical, lumbar and bilateral
27 shoulder ranges of motion were full and normal on physical examination but diagnosed J.A. as
28 having a "cervical-lumbar and left shoulder sprain/strain." Respondent also recorded that he

1 found that J.A. had spasms throughout the entire spine which are not present when a patient has
2 full and normal spine motions.

3 40. Respondent recorded that he performed a "Neers and Speeds" test which was
4 positive for the left shoulder, indicating that J.A. should have been referred to an orthopedic
5 specialist for treatment. However, the records do not indicate that Respondent referred J.A. to an
6 orthopedic specialist. Respondent's positive "Neers and Speeds" test was also inconsistent with
7 normal ranges of motion for the cervical, lumbar and bilateral shoulder. Respondent ordered
8 radiographs of the cervical, thoracic spine, elbow and shoulder even though Respondent recorded
9 normal ranges of motion.

10 41. J.A. did not list shoulder pain in his pain questionnaire; yet, Respondent reported
11 to the insurance company that J.A. had left shoulder pain.

12 42. Respondent submitted a report to the insurance company for J.A. which was
13 identical to a report prepared for another patient, patient R.G.

14 **Patient R.G.**

15 43. From approximately February 26, 2015 through November 16, 2015, Respondent
16 provided services to Patient R.G. (hereinafter "R.G.") for injuries alleged to have occurred during
17 the course of his employment.

18 44. Respondent drafted a Primary Treating Physician's Initial Report and PR-2 Report
19 which listed different physical complaints and symptoms than R.G. identified in his pain
20 questionnaire, including headaches and hip and knee pain. Respondent also documented physical
21 examination findings which were inconsistent with the diagnoses and other findings contained in
22 his reports to the insurance company, including findings that ranges of motion for the cervical-
23 lumbar, bilateral should and left hip were normal upon physical examination and that R.G. had
24 spasms to the cervical spine, upper trapezius posterior shoulders, thoracic, lumbar spine and left
25 hip joint.

26 45. Respondent recorded findings that there were "spasms along the medial and lateral
27 joint lines of both knees" but there are no muscles which would go into spasms along the medial
28 and lateral joint lines of the knee joints. Respondent recorded that he diagnosed a sprain to the

1 cervical thoracic lumbar, right shoulder, left hip and bilateral knees, even though his recorded
2 examination findings were normal. The records also indicate that Respondent did not refer R.G.
3 to an orthopedic specialist, even after he recorded that the patient had tenderness to both knee
4 joints, obtained positive results on the bilateral patella and McMurray tests on reexaminations and
5 gave a 12% "whole person impairment" to R.G.'s knees. Respondent did not record any ranges
6 of motions in degrees.

7 46. On December 9, 2015, Respondent performed another re-examination even though
8 he had already performed "whole person final impairment" ratings twice. Respondent reported
9 that R.G. had a laceration of muscles and tendons of the rotator cuff of the right shoulder but did
10 not record that he referred R.G. to a physician nor did Respondent document any physical
11 findings for the laceration.

12 47. Respondent submitted a report for R.G to the insurance company which was
13 identical to a report for another patient, J.A.

14 **Patient N.U.**

15 48. From approximately April 11, 2014 through March 25, 2016, Respondent
16 provided services to Patient N.U. (hereinafter "N.U.") for injuries alleged to have occurred during
17 the course of his employment.

18 49. On June 11, 2014, Respondent reported that he performed a palpation to the left
19 shoulder, lumbar spine and orthopedic tests but did not chart or report range of motions or the
20 findings of any neurologic tests.

21 50. Respondent documented that he examined N.U. on several occasions and that N.U.
22 had pain just to the lumbar spine and left shoulder, when N.U. reported pain to the left shoulder,
23 left elbow, left hand, neck, bilateral hip pain, thigh pain, left knee, left ankle and left foot.

24 **Patient L.A.**

25 51. From approximately May 25 through December 17, 2013, Respondent provided
26 services to Patient L.A. (hereinafter "L.A.") for injuries alleged to have occurred during the
27 course of his employment.

28

1 52. Respondent diagnosed L.A. with an unspecified knee derangement, difficulty
2 walking and myalgia which were unsupported by the records as those records indicate that L.A.
3 was being treated for a right shoulder injury.

4 **Patient J.P.**

5 53. From approximately April 4, 2013 through July 29, 2014, Respondent provided
6 services to Patient J.P. (hereinafter "J.P.") for injuries alleged to have occurred during the course
7 of his employment.

8 54. Respondent billed for team conferences with 2 rather than 3 qualified healthcare
9 professionals from different specialties being present at the conferences.

10 55. On December 16 and 27, 2013, Respondent diagnosed a thoracic and lumbar
11 sprain/strain. Respondent did not record any examination findings to support that diagnosis.

12 56. On November 26, December 10, and December 27, 2013, Respondent recorded
13 that he referred J.P. for an EMG/NCV of the upper extremities when the neurologic and exam
14 findings of J.P. were reported in the records as "normal" and "benign."

15 57. On January 28, 2014, Respondent performed a re-exam and recommended trigger
16 point impedance testing, LINT and neurostimulation treatment to the thoracic spine even though
17 he recorded exam findings of the thoracic spine as "benign."

18 58. On April 15, 2014, Respondent recommended manipulation of the lower back
19 "during the first month of symptoms without radiculopathy" even though this was not the first
20 month of treatment since he had provided services to J.P. as of April 4, 2013.

21 **Patient V.R.**

22 59. From approximately January 16, 2013 through October 4, 2013, Respondent
23 provided services to Patient V.R. (hereinafter "V.R.") for injuries alleged to have occurred after
24 he was terminated from his employment.

25 60. On January 16, 2013, Respondent billed for an initial consultation using CPT code
26 99244 when he should have used CPT codes 99201-99205 for evaluation and management rather
27 than consultation.

1 61. Respondent recommended that V.R. continue a course of medications which was
2 outside the course of chiropractic and recommended chiropractic treatment and aquatic therapy
3 which the records indicate he never provided.

4 62. In 2013, Respondent listed identical vital signs in the patient's records and used
5 those records in multiple claims for reimbursement to the patient's insurance carrier.

6 63. Respondent billed for team conferences with 2 rather than 3 qualified healthcare
7 professionals from different specialties being present at the conferences. Respondent also
8 recommended chiropractic treatment during those conferences but the records indicate he never
9 provided that treatment.

10 **Patient G.R.**

11 64. From approximately December 13, 2012 through December 9, 2014, Respondent
12 provided services to Patient G.R. (hereinafter "G.R.") for injuries alleged to have occurred during
13 the course of his employment.

14 65. Respondent billed for therapeutic exercises but did not record the specifics of
15 those exercises in any SOAP notes. On August 8, 2014, Respondent billed for a re-exam but did
16 not document ongoing pain history, record any pain levels, document spinal ranges of motions in
17 degrees nor document any neurologic assessments.

18 66. Respondent reported that G.R. complained of lower back pain which was
19 inconsistent with G.R.'s self reporting forms for that same period, in which he reported only pain
20 to his knees.

21 **Patient L.G.**

22 67. From approximately December 2012 through April 2014, Respondent provided
23 services to Patient L.G. (hereinafter "L.G.") for an injury alleged to have occurred during the
24 course of his employment.

25 68. On December 18, 2012, Respondent re-examined L.G. and recorded positive
26 findings on Apleys Grinding Abduction, Anterior Drawers, McMurrays tests which indicated a
27 physician should treat L.G. Yet, the records did not indicate that Respondent referred L.G. to a
28 physician.

1 **Patient J.D.**

2 69. From September 11, 2012 to September 17, 2013, Respondent provided services s
3 to Patient J.D. (hereinafter "J.D.") for injuries alleged to have occurred during the course of his
4 employment.

5 70. On September 11, 2012, the records indicate that Respondent examined J.D. and
6 administered 27 orthopedic tests and recorded findings which included a positive Soto-Hall test
7 and a positive Apprehension test. Yet, Respondent never noted that he referred him to a physician
8 or orthopedic surgeon for treatment of his alleged medical conditions nor is there a record that he
9 ordered x-rays or sophisticated diagnostic imaging.

10 71. On June 14, 2013, Respondent used CPT Code 99202, a new patient examination
11 code even though J.D. was an established patient.

12 72. Respondent billed for team conferences with 2 rather than the required 3 qualified
13 healthcare professionals from different specialties being present at the conferences.

14 **Patient A.R.**

15 73. From approximately December 14, 2011 through September 20, 2013, Respondent
16 provided services to Patient A.R. (hereinafter "A.R.") for injuries alleged to have occurred during
17 the course of her employment.

18 74. Respondent listed identical vital signs in multiple records and used those records
19 in claims for reimbursement to the patient's insurance carrier.

20 75. On December 14, 2011, Respondent billed for a consultation, using CPT code
21 99244 when he should have used CPT codes for evaluation and management upon assuming the
22 care of the patient.

23 76. Respondent recommended chiropractic treatment but the records indicate he did
24 not provide such treatment.

25 77. Respondent billed for team conferences with 2 rather than the required 3 qualified
26 healthcare professionals from different specialties being present at the conferences. The records
27 indicate that Respondent also recommended chiropractic treatment during those conferences but
28 never provided that treatment.

1 85. From September through March 2012, Respondent billed for team conferences
2 with 2 rather than the required 3 qualified healthcare professionals from different specialties
3 being present at the conferences.

4 86. On December 21, 2011, January 24, 2012, and March 14, 2012, Respondent
5 recorded identical vital signs for patient P.B. on three separate examination dates and used those
6 records to bill for reimbursement.

7 **Patient G.G.**

8 87. From approximately November 1, 2010 through May 11, 2013, Respondent
9 provided services to Patient G.G. (hereinafter "G.G.") for injuries alleged to have occurred during
10 the course of her employment.

11 88. Respondent charged different amounts for records review using the same CPT
12 code. He also charged for an initial consultation using CPT code 99244 when he should have
13 used evaluation and management codes (99201-99205) after he took over the management of the
14 patient.

15 89. Respondent billed for team conferences with 2 rather than the required 3 qualified
16 healthcare professionals from different specialties being present at the conferences.

17 90. On December 20, 2012, Respondent represented in billings that extracorporeal
18 shockwave therapy was being provided because G.G. had already received "manipulating
19 therapy." However, he did not record that G.G. received chiropractic manipulation.

20 91. On December 8, 2010, Respondent ordered diagnostic ultrasound scans of the
21 lumbar spine and sacroiliac regions even though Respondent recorded G.G.'s lower back
22 examinations were benign.

23 **Patient R.T.**

24 92. From approximately October 17, 2010 through February 17, 2012, Respondent
25 provided services to Patient R.T. (hereinafter "R.T.") for injuries alleged to have occurred during
26 the course of his employment.

27 93. Respondent did not record R.T.'s height and weight and vital signs in the medical
28 records.

1 94. Respondent recorded identical ranges of motion of the neck and both shoulders
2 and identical vital signs in the initial examination and subsequent examinations and used those
3 records in claims for reimbursement to the insurance carrier.

4 95. Respondent billed for team conferences with 2 rather than the required 3 qualified
5 healthcare professionals from different specialties being present at the conferences. Respondent
6 also recommended chiropractic treatment during those conferences but the records do not indicate
7 that he provided that treatment.

8 96. On October 17, 2010, Respondent billed using CPT consultation codes when he
9 should have used evaluation and management codes (99201-99205.) Respondent performed
10 record review using a CPT code (99358) which cannot be used for record review alone.

11 **Patient M.P.**

12 97. From approximately July 2007 through October 6, 2015, Respondent provided
13 services to Patient M.P. (hereinafter "M.P.") for injuries alleged to have occurred during the
14 course of her employment..

15 98. Respondent billed for team conferences with 2 rather than 3 qualified healthcare
16 professionals from different specialties being present at the conferences. Respondent also
17 recommended chiropractic treatment during those conferences but the records indicate he never
18 provided that treatment.

19 99. From 2008 through 2010, Respondent used identical medical records as support
20 for claims for reimbursement to the insurance carrier.

21 100. From March through October 2011, Respondent recorded positive apprehension
22 tests of the right shoulder which indicated that M.P.'s shoulder would dislocate imminently.
23 However, the records did not indicate that Respondent referred the patient to a medical physician.

24 101. On April 17, September 10 and October 9, 2013, the records show that Respondent
25 re-examined M.P., administered 3 orthopedic tests and recorded normal findings, but diagnosed
26 M.P. as having a cervical sprain.

27 ///

28 ///

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Gross Negligence)**

3 102. Respondent is subject to disciplinary action pursuant to section 1000-10 of the
4 Code for unprofessional conduct, as defined in California Code of Regulations, title 16, sections
5 317(a), in that Respondent committed gross negligence, as set forth in paragraphs 13 through 101,
6 which are incorporated herein by this reference, and include as follows:

7 a. Respondent did not chart in the records that he referred patients for treatment by a
8 physician when the patients' diagnoses warranted treatment by a physician.

9 b. Respondent's records indicate that he diagnosed patients with conditions which
10 were not supported by examination findings recorded in his records or tests.

11 c. The records indicate that Respondent ordered tests which were not supported by
12 the diagnoses or examination findings.

13 d. Respondent used identical medical records to submit claims for reimbursement
14 from patients' insurance carriers.

15 e. Respondent allowed unlicensed staff to diagnose and treat the undercover
16 operator/patient and allowed treatment of him before performing an examination.

17 f. Respondent ordered x-rays before examining the undercover operator/patient.

18 g. Respondent recommended medications to two patients as described in paragraphs 61
19 and 84.

20 **SECOND CAUSE FOR DISCIPLINE**

21 **(Repeated Negligent Acts)**

22 103. Respondent is subject to disciplinary action pursuant to section 1000-10 of the
23 Code for unprofessional conduct, as defined in California Code of Regulations, title 16, sections
24 317(b), in that Respondent committed repeated negligent acts, as is set forth in paragraphs 13
25 through 101, which are incorporated herein by this reference, and include those acts of gross
26 negligence detailed in the First Cause for Discipline as well as those listed below.

27 a. Respondent's repeated sub-standard, incomplete, or absent chart/therapy
28 card/SOAP note documentation for patients.

1 section 317(k) in that Respondent committed acts of dishonesty, by submitting false bills and
2 reports to insurance companies, and by including false or incomplete information in a patient's
3 records and bills as further described in paragraphs 16 through 32 which are incorporated herein.

4 **SIXTH CAUSE FOR DISCIPLINE**

5 **(Knowingly Made or Signed Chiropractic Documents that Falsely Represented the**
6 **Existence or Nonexistence of a State of Facts)**

7 107. Respondent has subjected his license to discipline pursuant to section 1000-10 of
8 the Code for unprofessional conduct, as defined in California Code of Regulations, title 16,
9 section 317(i) in that Respondent knowingly made or signed documents relating to the practice of
10 chiropractic which falsely represented the existence or nonexistence of a state of facts, by
11 including inaccurate information on bills and records concerning patients as further described in
12 paragraphs 16 through 32 above which are incorporated herein by reference.

13 **SEVENTH CAUSE FOR DISCIPLINE**

14 **(Participated in Acts of Fraud or Misrepresentation)**

15 108. Respondent has subjected his license to discipline pursuant to section 1000-10 of
16 the Code for unprofessional conduct, as defined in California Code of Regulations, title 16,
17 section 317(q) in that Respondent participated in acts of fraud or misrepresentation by including
18 false or incomplete information on records and billing documents as further described in
19 paragraphs 16 through 32 above which are incorporated herein by reference.

20 **EIGHTH CAUSE FOR DISCIPLINE**

21 **(Fraudulent Billings)**

22 109. Respondent is subject to disciplinary action pursuant to Code section 1000-10 for
23 unprofessional conduct, as defined in Code section 810 in that Respondent knowingly presented
24 or caused to be presented false or fraudulent claims for the payment of a loss under contracts of
25 insurance concerning services allegedly provided to a patient, as more particularly set forth in
26 paragraphs 16 through 32 which are incorporated herein by reference.

27 ///

28

1 **NINTH CAUSE FOR DISCIPLINE**

2 **(Failure to Refer)**

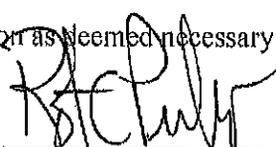
3 110. Respondent is subject to disciplinary action pursuant to Code section 1000-10 for
4 unprofessional conduct, as defined in California Code of Regulations, title 16, section 318(w) in
5 that Respondent did not record that he referred patients to a physician and surgeon or other
6 licensed health care provider who could have provided the appropriate management of patients'
7 physical or mental condition, disease or injury within his scope of practice, as more specifically
8 set forth in paragraphs 13 through 101; inclusive which are incorporated herein by reference.

9 **PRAYER**

10 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
11 and that following the hearing, the Board of Chiropractic Examiners issue a decision:

- 12 1. Revoking or suspending Chiropractic License Number DC 26948, issued to Bryan
13 Aun;
- 14 2. Revoking or suspending Satellite Certificate Number SAT 3525, issued to Bryan
15 Aun;
- 16 3. Revoking or suspending Satellite Certificate Number SAT 6826, issued to Bryan
17 Aun;
- 18 4. Revoking or suspending Satellite Certificate Number SAT 19176, issued to Bryan
19 Aun;
- 20 5. Ordering Bryan Aun to pay the Board of Chiropractic Examiners the reasonable
21 costs of the investigation and enforcement of this case, pursuant to Title 16, California Code of
22 Regulations, section 317.5;
- 23 6. Taking such other and further action as deemed necessary and proper.

24 DATED: 08/15/18

25 
26 ROBERT PULEO
27 Executive Officer
28 Board of Chiropractic Examiners
Department of Consumer Affairs
State of California
Complainant

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