

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

**In the Matter of the Accusation
Against:**

Jan Jeng Yuo, M.D.

**Physician's and Surgeon's
Certificate No. A 37730**

Respondent.

Case No. 800-2023-095902

DECISION

The attached Stipulated Surrender of License and Order is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on October 4, 2023.

IT IS SO ORDERED September 27, 2023.

MEDICAL BOARD OF CALIFORNIA



**Reji Varghese
Executive Director**

1 ROB BONTA
Attorney General of California
2 JUDITH T. ALVARADO
Supervising Deputy Attorney General
3 State Bar No. 155307
300 South Spring Street, Suite 1702
4 Los Angeles, CA 90013
Telephone: (213) 269-6453
5 Facsimile: (916) 731-2117
Attorneys for Complainant
6

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

11 In the Matter of the Accusation Against:

Case No. 800-2023-095902

12 **JAN JENG YUO, M.D.**
2490 Honolulu Ave., Suite 128
Montrose, CA 91020

**STIPULATED SURRENDER OF
LICENSE AND ORDER**

13 **Physician's and Surgeon's Certificate**
14 **No. A 37730,**

15 Respondent.

16
17 **IT IS HEREBY STIPULATED AND AGREED** by and between the parties to the above-
18 entitled proceedings that the following matters are true:

19 **PARTIES**

20 1. Reji Varghese (Complainant) is the Executive Director of the Medical Board of
21 California (Board). He brought this action solely in his official capacity and is represented in this
22 matter by Rob Bonta, Attorney General of the State of California, by Judith T. Alvarado,
23 Supervising Deputy Attorney General.

24 2. Jan Jeng Yuo, M.D. (Respondent) is represented in this proceeding by attorney, Mark
25 Guterman, Esq., whose address is: LaFollette, Johnson, DeHaas, Fesler & Ames, 701 North
26 Brand Boulevard, Suite 600, Glendale, CA 91203.

27 3. On or about November 30, 1981, the Board issued Physician's and Surgeon's
28 Certificate No. A 37730 to Respondent. That license was in full force and effect at all times

1 relevant to the charges brought in Accusation No. 800-2023-095902 and will expire on
2 September 30, 2023, unless renewed.

3 **JURISDICTION**

4 4. Accusation No. 800-2023-095902 was filed before the Board, and is currently
5 pending against Respondent. The Accusation and all other statutorily required documents were
6 properly served on Respondent. Respondent timely filed her Notice of Defense contesting the
7 Accusation. A copy of Accusation No. 800-2023-095902 is attached as Exhibit A and
8 incorporated by reference.

9 **ADVISEMENT AND WAIVERS**

10 5. Respondent has carefully read, fully discussed with counsel, and understands the
11 charges and allegations in Accusation No. 800-2023-095902. Respondent also has carefully read,
12 fully discussed with counsel, and understands the effects of this Stipulated Surrender of License
13 and Order.

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

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

22 **CULPABILITY**

23 8. Respondent admits the truth of each and every charge and allegation in Accusation
24 No. 800-2023-095902, agrees that cause exists for discipline and hereby surrenders her
25 Physician's and Surgeon's Certificate No. A 37730 for the Board's formal acceptance.

26 9. Respondent understands that by signing this stipulation she enables the Board to issue
27 an order accepting the surrender of her Physician's and Surgeon's Certificate without further
28 process.

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1 Executive Director, the Board, any member thereof, and/or any other person from future
2 participation in this or any other matter affecting or involving Respondent. In the event that the
3 Executive Director on behalf of the Board does not, in his discretion, approve and adopt this
4 Stipulated Surrender of License and Disciplinary Order, with the exception of this paragraph, it
5 shall not become effective, shall be of no evidentiary value whatsoever, and shall not be relied
6 upon or introduced in any disciplinary action by either party hereto. Respondent further agrees
7 that should this Stipulated Surrender of License and Disciplinary Order be rejected for any reason
8 by the Executive Director on behalf of the Board, Respondent will assert no claim that the
9 Executive Director, the Board, or any member thereof, was prejudiced by its/his/her review,
10 discussion and/or consideration of this Stipulated Surrender of License and Disciplinary Order or
11 of any matter or matters related hereto.

12 **ADDITIONAL PROVISIONS**

13 15. This Stipulated Surrender of License and Disciplinary Order is intended by the parties
14 herein to be an integrated writing representing the complete, final and exclusive embodiment of
15 the agreements of the parties in the above-entitled matter.

16 16. The parties agree that copies of this Stipulated Surrender of License and Disciplinary
17 Order, including copies of the signatures of the parties, may be used in lieu of original documents
18 and signatures and, further, that such copies shall have the same force and effect as originals.

19 17. In consideration of the foregoing admissions and stipulations, the parties agree the
20 Executive Director of the Board may, without further notice to or opportunity to be heard by
21 Respondent, issue and enter the following Disciplinary Order on behalf of the Board:

22 **ORDER**

23 IT IS HEREBY ORDERED that Physician's and Surgeon's Certificate No. A 37730, issued
24 to Respondent JAN JENG YUO, M.D., is surrendered and accepted by the Board.

25 1. The surrender of Respondent's Physician's and Surgeon's Certificate and the
26 acceptance of the surrendered license by the Board shall constitute the imposition of discipline
27 against Respondent. This stipulation constitutes a record of the discipline and shall become a part
28 of Respondent's license history with the Board.

2. Respondent shall lose all rights and privileges as a physician and surgeon in California as of the effective date of the Board's Decision and Order.

3. Respondent shall cause to be delivered to the Board her pocket license and, if one was issued, her wall certificate on or before the effective date of the Decision and Order.

4. If Respondent ever files an application for licensure or a petition for reinstatement in the State of California, the Board shall treat it as a petition for reinstatement. Respondent must comply with all the laws, regulations and procedures for reinstatement of a revoked or surrendered license in effect at the time the petition is filed, and all of the charges and allegations contained in Accusation No. 800-2023-095902 shall be deemed to be true, correct and admitted by Respondent when the Board determines whether to grant or deny the petition.

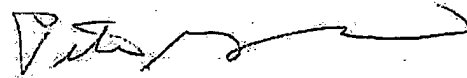
5. If Respondent should ever apply or reapply for a new license or certification, or petition for reinstatement of a license, by any other health care licensing agency in the State of California, all of the charges and allegations contained in Accusation No. 800-2023-095902 shall be deemed to be true, correct, and admitted by Respondent for the purpose of any Statement of Issues or any other proceeding seeking to deny or restrict licensure.

ACCEPTANCE

I have carefully read the above Stipulated Surrender of License and Order and have fully discussed it with my attorney. I understand the stipulation and the effect it will have on my Physician's and Surgeon's Certificate. I enter into this Stipulated Surrender of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Medical Board of California.

DATED: _____

Sept. 18, 2023



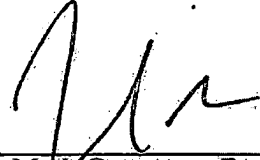
PETER ZIEN YUO, on behalf of *Respondent*
Jan Yuo, M.D., pursuant to Durable Power of
Attorney dated August 15, 2022

Signatures continued on next page.

I have read and fully discussed with Respondent Jan Jeng Yuo, M.D. and Peter Zien Yuo the terms and conditions and other matters contained in this Stipulated Surrender of License and Order. I approve its form and content.

DATED:

9/18/23


Mack Guterman, Esq.
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted for consideration by the Medical Board of California of the Department of Consumer Affairs.

DATED:

Respectfully submitted,

ROB BONTA
Attorney General of California
Judith T.
Alvarado
Digitally signed by Judith
T. Alvarado
Date: 2023.09.18 13:52:33
-07'00'
JUDITH T. ALVARADO
Supervising Deputy Attorney General
Attorneys for Complainant

LA2023602229
YUO REVISED SURRENDER.docx

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DURABLE POWER OF ATTORNEY

This is a Durable Power of Attorney under the Uniform Power of Attorney Act, beginning with Section 4000 of Part 1 of Division 4.5 of the Probate Code of the State of California.

THIS DURABLE POWER OF ATTORNEY IS TO BECOME EFFECTIVE ONLY ON INCAPACITY OF THE PRINCIPAL.

The undersigned shall conclusively be deemed incapacitated for purposes of this instrument upon receipt of either of the following:

A. A certificate or statement to that effect from a licensed physician who has examined the individual, or

B. A court Order that is considered jurisdictionally proper and currently applicable holding the person to be legally incapacitated or appointing a conservator to act for him or her.

I, JAN JENG YUO, the undersigned, hereby make, constitute and appoint PETER ZIEN YUO, 500 Georgian Road, La Canada, CA 91011, my true and lawful Attorney for me and in my name, place and stead and for my use and benefit. If I have designated more than one agent, the agents are to act separately.

1. As to any commercial, checking, savings or savings and loan account in my name or opened for my benefit – to open, withdraw, deposit into, close, and to negotiate, endorse, or transfer any instrument affecting those accounts.

2. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents

thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

3. As to any promissory note receivable, secured or unsecured – to collect on, compromise, endorse, borrow against, hypothecate, release and reconvey that note and any related deed of trust.

4. As to any shares of stock, bonds, or any documents or instruments defined as securities under California law – to open accounts with stock brokers (on cash or on margin), buy, sell, endorse, transfer, hypothecate and borrow against.

5. As to any real property – to contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

6. As to any digital assets - to access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored on the cloud or on my own digital devices. My agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

7. To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a

satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand.

8. To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

9. To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security, and to loan money and receive negotiable or non-negotiable notes therefor with such security as he/she shall deem proper.

10. To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein I am or may be trustor or beneficiary; to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof.

11. To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing or any kind or class as may be necessary or proper in the premises.

12. To hire and to pay from my funds for counsel and services of professional advisors, without limitations – physicians, dentists, accountants, attorneys, and investment counselors.

13. As to my income taxes and other taxes – to sign my name, hire preparers and advisors and pay for their services from my funds, and to do whatever is necessary to protect my assets from assessments as though I did those acts myself.

14. I expressly authorize my Attorney to execute and deliver Revocable Living Trust Agreements for the benefit of my spouse and issue, to make additions to any existing or future living trusts of which I am the Trustor, and to amend or terminate such trusts, all so long as such acts do not substantially alter distribution of my estate during my lifetime or on my death, and so long as all such acts do not cause adverse tax consequences for my estate or the estate of my Attorney in Fact.

15. To apply for and make any elections required for payment of governmental, insurance, retirement, or other benefits to which I may be entitled, to take possession of all such benefits, and to distribute such benefits to or for my benefit.

16. To sign and deliver a valid disclaimer under the Internal Revenue Code and California Probate Code, when, in the Attorney's judgment, my family's best interests would be served; to that end, to hire and to pay for legal and financial counsel to make that decision as to whether to file that disclaimer.

17. To make gifts on my behalf to a class composed of my children, any of their issue, or both, to the full extent of the federal annual gift tax exclusion in effect from time to time, including the \$16,000.00 per donee annual exclusion under Internal Revenue Code Section 2503B, or any successor statute, and for such purposes to remove my assets from any grantor revocable trust of which I am a grantor.

18. Notwithstanding any other possible language to the contrary in this instrument, the Attorney is specifically not granted the following powers:

A. To use my assets for the Attorney's own legal obligations, including but not limited to support of the Attorney's dependents;

B. To exercise any trustee powers under an irrevocable trust of which the Attorney is a settlor and I am a trustee; and

C. To exercise incidents of ownership over any life insurance policies which I own on the Attorney's life.

19. If for any reason the original Attorney under this Durable Power of Attorney is unwilling or unable to continue to serve, HOLLY LOVE YUO shall instead serve as successor Attorney. If HOLLY LOVE YUO is unwilling or unable to serve, ALICE YUO CHUNG shall instead serve as successor Attorney. In such case, one of the following documents shall be attached to this Durable Power of Attorney:

- A. A Resignation or Declination to Serve signed by the original Attorney;
- B. A written and signed opinion from a licensed physician that the original Attorney is physically or mentally incapable of serving;
- C. A certified court order as to the incapacity or inability of the original Attorney to serve; or
- D. A certified Death Certificate of the original Attorney.

Third parties who deal with the successor Attorney shall be entitled to rely on the original Power of Attorney instrument with any such document attached.

20. The Attorney's signature under the authority granted in this Power of Attorney may be accepted by any third party or organization with the same force and effect as if I were personally present and acting on my own behalf. No person or organization who relies on the Attorney's authority under this instrument shall incur any liability to me, my estate, heirs, successors or assigns, because of reliance on this instrument.

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situated.

My said Attorney is empowered hereby to determine in his/her sole discretion the time when, purpose for and manner in which any power herein conferred upon him/her shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him/her pursuant hereto; and in the acquisition or disposition of real or personal property,

my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 15th day of August, 2022.



JAN JENG YUO

ACKNOWLEDGMENT OF NOTARY PUBLIC:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On August 15, 2022, before me, JULIE A. KOHLER, Notary Public, personally appeared JAN JENG YUO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Signature of Notary Public

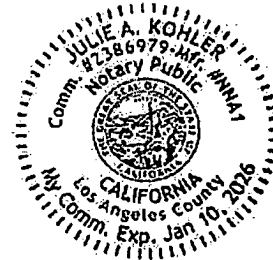


Exhibit A

Accusation No. 800-2023-095902

1 ROB BONTA
Attorney General of California
2 JUDITH T. ALVARADO
Supervising Deputy Attorney General
3 State Bar No. 155307
300 South Spring Street, Suite 1702
4 Los Angeles, CA 90013
Telephone: (213) 269-6453
5 Facsimile: (916) 731-2117
E-mail: Judith.Alvarado@doj.ca.gov
6 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 800-2023-095902

13 **JAN JENG YUO, M.D.**
2490 Honolulu Ave., Suite 128
14 Montrose, CA 91020

A C C U S A T I O N

15 **Physician's and Surgeon's Certificate**
No. A 37730,

16 Respondent.

17
18 **PARTIES**

19 1. Reji Varghese (Complainant) brings this Accusation solely in his official capacity as
20 the Executive Director of the Medical Board of California, Department of Consumer Affairs
21 (Board).

22 2. On or about November 30, 1981, the Board issued Physician's and Surgeon's
23 Certificate Number A 37730 to Jan Jeng Yuo, M.D. (Respondent). The Physician's and Surgeon's
24 Certificate was in full force and effect at all times relevant to the charges brought herein and will
25 expire on September 30, 2023, unless renewed.

26 ///

27 ///

28 ///

1 **JURISDICTION**

2 3. This Accusation is brought before the Board, under the authority of the following
3 laws. All section references are to the Business and Professions Code (Code) unless otherwise
4 indicated.

5 4. Section 2227 of the Code provides that a licensee who is found guilty under the
6 Medical Practice Act may have his or her license revoked, suspended for a period not to exceed
7 one year, placed on probation and required to pay the costs of probation monitoring, or such other
8 action taken in relation to discipline as the Board deems proper.

9 **STATUTORY PROVISIONS**

10 5. Section 822 of the Code states:

11 If a licensing agency determines that its licentiate's ability to practice his or her
12 profession safely is impaired because the licentiate is mentally ill, or physically ill
13 affecting competency, the licensing agency may take action by any one of the
14 following methods:

15 (a) Revoking the licentiate's certificate or license.

16 (b) Suspending the licentiate's right to practice.

17 (c) Placing the licentiate on probation.

18 (d) Taking such other action in relation to the licentiate as the licensing agency
19 in its discretion deems proper.

20 The licensing section shall not reinstate a revoked or suspended certificate or
21 license until it has received competent evidence of the absence or control of the
22 condition which caused its action and until it is satisfied that with due regard for the
23 public health and safety the person's right to practice his or her profession may be
24 safely reinstated.

25 **COST RECOVERY**

26 6. Section 125.3 of the Code provides, in pertinent part, that the Board may request the
27 administrative law judge to direct a licensee found to have committed a violation or violations of
28 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
enforcement of the case, with failure of the licensee to comply subjecting the license to not being
renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
included in a stipulated settlement.

///

1 CAUSE FOR DISCIPLINE

2 (Inability to Practice due to Mental and Physical Impairment)

3 7. Respondent Jan Jeng Yuo, M.D. is subject to disciplinary action under section 822 of
4 the Code in that her ability to safely practice medicine may be impaired due to a mental and
5 physical illness affecting competency. The circumstances are as follows:

6 8. On or about February 16, 2023, Respondent was admitted to University of Utah
7 Hospital following a skiing accident. As a result of the accident, Respondent sustained severe
8 physical injuries which required her to undergo a craniotomy. Respondent has residual physical
9 and cognitive impairments which may affect her ability to safely practice medicine.

10 PRAYER

11 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
12 and that following the hearing, the Medical Board of California issue a decision:

13 1. Revoking or suspending Physician's and Surgeon's Certificate Number A 37730,
14 issued to Jan Jeng Yuo, M.D.;

15 2. Revoking, suspending or denying approval of Jan Jeng Yuo, M.D.'s authority to
16 supervise physician assistants and advanced practice nurses;

17 3. Ordering Jan Jeng Yuo, M.D., to pay the Board the costs of the investigation and
18 enforcement of this case, and if placed on probation, the costs of probation monitoring; and

19 4. Taking such other and further action as deemed necessary and proper.

20
21 DATED: SEP 05 2023

22 Jenna Jones on behalf of
23 REJI VARGHESE
24 Executive Director
25 Medical Board of California
26 Department of Consumer Affairs
27 State of California
28 Complainant

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