

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

In the Matter of the Accusation  
Against:

Karen Erika Kunzel, M.D.

Physician's and Surgeon's  
Certificate No. G 69747

Case No.: 800-2020-068419

Respondent.

DECISION

The attached Stipulated Settlement and Disciplinary 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 JUL 31 2024.

IT IS SO ORDERED: JUL 01 2024.

MEDICAL BOARD OF CALIFORNIA



Michelle Bholat, M.D., Interim Chair  
Panel A

1 ROB BONTA  
Attorney General of California  
2 EDWARD KIM  
Supervising Deputy Attorney General  
3 CHRISTINE FRIAR WALTON  
Deputy Attorney General  
4 State Bar No. 228421  
Department of Justice  
5 300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
6 Telephone: (213) 269-6472  
Facsimile: (916) 731-2117  
7 *Attorneys for Complainant*

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

11 In the Matter of the Accusation Against:  
12 **KAREN ERIKA KUNZEL, M.D.**  
13 **15151 National Avenue**  
**Los Gatos, CA 95032-2627**  
14 **Physician's and Surgeon's Certificate**  
15 **No. G 69747,**  
16 Respondent.

Case No. 800-2020-068419

OAH No. 2023110720

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

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

20 **PARTIES**

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

25 2. Respondent Karen Erika Kunzel, M.D. (Respondent) is represented in this proceeding  
26 by attorney David T. Shuey, whose address is: 475 City Center, 475 14th Street, Suite 650,  
27 Oakland, California 94612.

28 ///



1 establish a prima facie case with respect to the charges and allegations in Accusation No. 800-  
2 2020-068419, a true and correct copy of which is attached hereto as Exhibit A, and that she has  
3 thereby subjected her Physician's and Surgeon's Certificate No. G 69747 to disciplinary action.

4 10. Respondent agrees that her Physician's and Surgeon's Certificate is subject to  
5 discipline and she agrees to be bound by the Board's probationary terms as set forth in the  
6 Disciplinary Order below.

#### 7 CONTINGENCY

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

18 12. Respondent agrees that if she ever petitions for early termination or modification of  
19 probation, or if an accusation and/or petition to revoke probation is filed against her before the  
20 Board, all of the charges and allegations contained in Accusation No. 800-2020-068419 shall be  
21 deemed true, correct and fully admitted by Respondent for purposes of any such proceeding or  
22 any other licensing proceeding involving Respondent in the State of California.

23 13. This Stipulated Settlement and Disciplinary Order is intended by the parties herein to  
24 be an integrated writing representing the complete, final and exclusive embodiment of the  
25 agreement of the parties in this above-entitled matter.

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



1 Accusation(s), and any other information that the Board or its designee deems relevant. The  
2 program shall require Respondent's on-site participation for a minimum of three (3) and no more  
3 than five (5) days as determined by the program for the assessment and clinical education  
4 evaluation. Respondent shall pay all expenses associated with the clinical competence  
5 assessment program.

6 At the end of the evaluation, the program will submit a report to the Board or its designee  
7 which unequivocally states whether the Respondent has demonstrated the ability to practice  
8 safely and independently. Based on Respondent's performance on the clinical competence  
9 assessment, the program will advise the Board or its designee of its recommendation(s) for the  
10 scope and length of any additional educational or clinical training, evaluation or treatment for any  
11 medical condition or psychological condition, or anything else affecting Respondent's practice of  
12 medicine. Respondent shall comply with the program's recommendations.

13 Determination as to whether Respondent successfully completed the clinical competence  
14 assessment program is solely within the program's jurisdiction.

15 If Respondent fails to enroll, participate in, or successfully complete the clinical  
16 competence assessment program within the designated time period, Respondent shall receive a  
17 notification from the Board or its designee to cease the practice of medicine within three (3)  
18 calendar days after being so notified. The Respondent shall not resume the practice of medicine  
19 until enrollment or participation in the outstanding portions of the clinical competence assessment  
20 program have been completed. If the Respondent did not successfully complete the clinical  
21 competence assessment program, the Respondent shall not resume the practice of medicine until a  
22 final decision has been rendered on the accusation and/or a petition to revoke probation. The  
23 cessation of practice shall not apply to the reduction of the probationary time period.

24 3. NOTIFICATION. Within seven (7) days of the effective date of this Decision, the  
25 Respondent shall provide a true copy of this Decision and Accusation to the Chief of Staff or the  
26 Chief Executive Officer at every hospital where privileges or membership are extended to  
27 Respondent, at any other facility where Respondent engages in the practice of medicine,  
28 including all physician and locum tenens registries or other similar agencies, and to the Chief

1 Executive Officer at every insurance carrier which extends malpractice insurance coverage to  
2 Respondent. Respondent shall submit proof of compliance to the Board or its designee within 15  
3 calendar days.

4 This condition shall apply to any change(s) in hospitals, other facilities or insurance carrier.

5 4. SUPERVISION OF PHYSICIAN ASSISTANTS AND ADVANCED PRACTICE  
6 NURSES. During probation, Respondent is prohibited from supervising physician assistants and  
7 advanced practice nurses.

8 5. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, all rules  
9 governing the practice of medicine in California and remain in full compliance with any court  
10 ordered criminal probation, payments, and other orders.

11 6. INVESTIGATION/ENFORCEMENT COST RECOVERY. Respondent is hereby  
12 ordered to reimburse the Board its costs of investigation and enforcement in the amount of  
13 \$35,863.80 (Thirty-five thousand eight hundred sixty-three dollars and eighty cents). Costs shall  
14 be payable to the Medical Board of California. Failure to pay such costs shall be considered a  
15 violation of probation.

16 Payment must be made in full within 30 calendar days of the effective date of the Order, or  
17 by a payment plan approved by the Medical Board of California. Any and all requests for a  
18 payment plan shall be submitted in writing by Respondent to the Board. Failure to comply with  
19 the payment plan shall be considered a violation of probation.

20 The filing of bankruptcy by Respondent shall not relieve Respondent of the responsibility  
21 to repay investigation and enforcement costs.

22 7. QUARTERLY DECLARATIONS. Respondent shall submit quarterly declarations  
23 under penalty of perjury on forms provided by the Board, stating whether there has been  
24 compliance with all the conditions of probation.

25 Respondent shall submit quarterly declarations not later than 10 calendar days after the end  
26 of the preceding quarter.

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1           8.    GENERAL PROBATION REQUIREMENTS.

2           Compliance with Probation Unit

3           Respondent shall comply with the Board's probation unit.

4           Address Changes

5           Respondent shall, at all times, keep the Board informed of Respondent's business and  
6 residence addresses, email address (if available), and telephone number. Changes of such  
7 addresses shall be immediately communicated in writing to the Board or its designee. Under no  
8 circumstances shall a post office box serve as an address of record, except as allowed by Business  
9 and Professions Code section 2021, subdivision (b).

10          Place of Practice

11          Respondent shall not engage in the practice of medicine in Respondent's or patient's place  
12 of residence, unless the patient resides in a skilled nursing facility or other similar licensed  
13 facility.

14          License Renewal

15          Respondent shall maintain a current and renewed California physician's and surgeon's  
16 license.

17          Travel or Residence Outside California

18          Respondent shall immediately inform the Board or its designee, in writing, of travel to any  
19 areas outside the jurisdiction of California which lasts, or is contemplated to last, more than thirty  
20 (30) calendar days.

21          In the event Respondent should leave the State of California to reside or to practice  
22 Respondent shall notify the Board or its designee in writing 30 calendar days prior to the dates of  
23 departure and return.

24          9.    INTERVIEW WITH THE BOARD OR ITS DESIGNEE. Respondent shall be  
25 available in person upon request for interviews either at Respondent's place of business or at the  
26 probation unit office, with or without prior notice throughout the term of probation.

27          10. NON-PRACTICE WHILE ON PROBATION. Respondent shall notify the Board or  
28 its designee in writing within 15 calendar days of any periods of non-practice lasting more than



1 30 calendar days and within 15 calendar days of Respondent's return to practice. Non-practice is  
2 defined as any period of time Respondent is not practicing medicine as defined in Business and  
3 Professions Code sections 2051 and 2052 for at least 40 hours in a calendar month in direct  
4 patient care, clinical activity or teaching, or other activity as approved by the Board. If  
5 Respondent resides in California and is considered to be in non-practice, Respondent shall  
6 comply with all terms and conditions of probation. All time spent in an intensive training  
7 program which has been approved by the Board or its designee shall not be considered non-  
8 practice and does not relieve Respondent from complying with all the terms and conditions of  
9 probation. Practicing medicine in another state of the United States or Federal jurisdiction while  
10 on probation with the medical licensing authority of that state or jurisdiction shall not be  
11 considered non-practice. A Board-ordered suspension of practice shall not be considered as a  
12 period of non-practice.

13 In the event Respondent's period of non-practice while on probation exceeds 18 calendar  
14 months, Respondent shall successfully complete the Federation of State Medical Boards's Special  
15 Purpose Examination, or, at the Board's discretion, a clinical competence assessment program  
16 that meets the criteria of Condition 18 of the current version of the Board's "Manual of Model  
17 Disciplinary Orders and Disciplinary Guidelines" prior to resuming the practice of medicine.

18 Respondent's period of non-practice while on probation shall not exceed two (2) years.

19 Periods of non-practice will not apply to the reduction of the probationary term.

20 Periods of non-practice for a Respondent residing outside of California will relieve  
21 Respondent of the responsibility to comply with the probationary terms and conditions with the  
22 exception of this condition and the following terms and conditions of probation: Obey All Laws;  
23 General Probation Requirements; Quarterly Declarations; Abstain from the Use of Alcohol and/or  
24 Controlled Substances; and Biological Fluid Testing..

25 11. COMPLETION OF PROBATION. Respondent shall comply with all financial  
26 obligations (e.g., restitution, probation costs) not later than 120 calendar days prior to the  
27 completion of probation. This term does not include cost recovery, which is due within 30  
28 calendar days of the effective date of the Order, or by a payment plan approved by the Medical

1 Board and timely satisfied. Upon successful completion of probation, Respondent's certificate  
2 shall be fully restored.

3 12. VIOLATION OF PROBATION. Failure to fully comply with any term or condition  
4 of probation is a violation of probation. If Respondent violates probation in any respect, the  
5 Board, after giving Respondent notice and the opportunity to be heard, may revoke probation and  
6 carry out the disciplinary order that was stayed. If an Accusation, or Petition to Revoke Probation,  
7 or an Interim Suspension Order is filed against Respondent during probation, the Board shall have  
8 continuing jurisdiction until the matter is final, and the period of probation shall be extended until  
9 the matter is final.

10 13. LICENSE SURRENDER. Following the effective date of this Decision, if  
11 Respondent ceases practicing due to retirement or health reasons or is otherwise unable to satisfy  
12 the terms and conditions of probation, Respondent may request to surrender his or her license.  
13 The Board reserves the right to evaluate Respondent's request and to exercise its discretion in  
14 determining whether or not to grant the request, or to take any other action deemed appropriate  
15 and reasonable under the circumstances. Upon formal acceptance of the surrender, Respondent  
16 shall within 15 calendar days deliver Respondent's wallet and wall certificate to the Board or its  
17 designee and Respondent shall no longer practice medicine. Respondent will no longer be subject  
18 to the terms and conditions of probation. If Respondent re-applies for a medical license, the  
19 application shall be treated as a petition for reinstatement of a revoked certificate.

20 14. PROBATION MONITORING COSTS. Respondent shall pay the costs associated  
21 with probation monitoring each and every year of probation, as designated by the Board, which  
22 may be adjusted on an annual basis. Such costs shall be payable to the Medical Board of  
23 California and delivered to the Board or its designee no later than January 31 of each calendar  
24 year.

25 15. FUTURE ADMISSIONS CLAUSE. If Respondent should ever apply or reapply for  
26 a new license or certification, or petition for reinstatement of a license, by any other health care  
27 licensing action agency in the State of California, all of the charges and allegations contained in  
28 Accusation No. 800-2020-068419 shall be deemed to be true, correct, and admitted by

1 Respondent for the purpose of any Statement of Issues or any other proceeding seeking to deny or  
2 restrict license.

3 **ACCEPTANCE**

4 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
5 discussed it with my attorney, David T. Shuey. I understand the stipulation and the effect it will  
6 have on my Physician's and Surgeon's Certificate. I enter into this Stipulated Settlement and  
7 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the  
8 Decision and Order of the Medical Board of California.

9 DATED:

4/8/2024



MD

10 KAREN ERIKA KUNZEL, M.D.  
Respondent

11 I have read and fully discussed with Respondent Karen Erika Kunzel, M.D. the terms and  
12 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.  
13 I approve its form and content.

14 DATED:

15 \_\_\_\_\_  
16 DAVID T. SHUEY  
Attorney for Respondent

17 **ENDORSEMENT**

18 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
19 submitted for consideration by the Medical Board of California.

20 DATED: \_\_\_\_\_

21 Respectfully submitted,

22 ROB BONTA  
Attorney General of California  
23 EDWARD KIM  
Supervising Deputy Attorney General

24  
25 CHRISTINE FRIAR WALTON  
26 Deputy Attorney General  
27 Attorneys for Complainant  
28

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2 restrict license.

3 **ACCEPTANCE**

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7 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the  
8 Decision and Order of the Medical Board of California.

9 DATED: \_\_\_\_\_  
10 KAREN ERIKA KUNZEL, M.D.  
11 *Respondent*

12 I have read and fully discussed with Respondent Karen Erika Kunzel, M.D. the terms and  
13 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.  
14 I approve its form and content.

15 DATED: April 8, 2024  
16 DAVID T. SHUEY  
17 *Attorney for Respondent*

18 **ENDORSEMENT**

19 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
20 submitted for consideration by the Medical Board of California.

21 DATED: April 8, 2024  
22 Respectfully submitted,  
23 ROB BONTA  
24 Attorney General of California  
25 EDWARD KIM  
26 Supervising Deputy Attorney General  
27 **Christine Friar Walton** Digitally signed by Christine  
28 Friar Walton  
Date: 2024.04.08 15:29:09  
-07'00'  
CHRISTINE FRIAR WALTON  
Deputy Attorney General  
*Attorneys for Complainant*

1 ROB BONTA  
Attorney General of California  
2 MARY CAIN-SIMON  
Supervising Deputy Attorney General  
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E-mail: Hamsa.Murthy@doj.ca.gov  
7 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 800-2020-068419

13 **Karen Erika Kunzel, M.D.**  
14 **15151 National Avenue**  
**Los Gatos, CA 95032**

**ACCUSATION**

15 **Physician's and Surgeon's Certificate**  
16 **No. G 69747,**

Respondent.

17  
18 **PARTIES**

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

23 2. On or about September 10, 1990, the Medical Board issued Physician's and Surgeon's  
24 Certificate Number G 69747 to Karen Erika Kunzel, M.D. (Respondent). The Physician's and  
25 Surgeon's Certificate was in full force and effect at all times relevant to the charges brought  
26 herein and will expire on March 31, 2024, unless renewed.

27 //

28 //



1 (c) A licensee shall not be required to provide a disclosure pursuant to subdivision (a) if any  
of the following applies:

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

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

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

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

9 (d) On and after July 1, 2019, the board shall provide the following information, with  
10 respect to licensees on probation and licensees practicing under probationary licenses, in plain  
view on the licensee's profile page on the board's online license information internet website.

11 (1) For probation imposed pursuant to a stipulated settlement, the causes alleged in the  
12 operative accusation along with a designation identifying those causes by which the licensee has  
13 expressly admitted guilt and a statement that acceptance of the settlement is not an admission of  
guilt.

14 (2) For probation imposed by an adjudicated decision of the board, the causes for probation  
15 stated in the final probationary order.

16 (3) For a licensee granted a probationary license, the causes by which the probationary  
17 license was imposed.

18 (4) The length of the probation and end date.

19 (5) All practice restrictions placed on the license by the board.

20 (e) Section 2314 shall not apply to this section.

21 6. Section 2234 of the Code states, in pertinent parts:

22 "The board shall take action against any licensee who is charged with unprofessional  
23 conduct. In addition to other provisions of this article, unprofessional conduct includes, but is not  
24 limited to, the following:

25 "(a) Violating or attempting to violate, directly or indirectly, assisting in or abetting the  
violation of, or conspiring to violate any provision of this chapter.

26 "(b) Gross negligence.

1 “(c) Repeated negligent acts. To be repeated, there must be two or more negligent acts or  
2 omissions. An initial negligent act or omission followed by a separate and distinct departure from  
the applicable standard of care shall constitute repeated negligent acts.

3 “(1) An initial negligent diagnosis followed by an act or omission medically appropriate  
4 for that negligent diagnosis of the patient shall constitute a single negligent act.

5 “(2) When the standard of care requires a change in the diagnosis, act, or omission that  
6 constitutes the negligent act described in paragraph (1), including, but not limited to, a  
reevaluation of the diagnosis or a change in treatment, and the licensee's conduct departs from the  
7 applicable standard of care, each departure constitutes a separate and distinct breach of the  
standard of care.

8 “(d) Incompetence.”

### 9 COST RECOVERY

10 7. Business and Professions Code section 125.3 states that:

11 (a) Except as otherwise provided by law, in any order issued in resolution of a disciplinary  
12 proceeding before any board within the department or before the Osteopathic Medical Board  
upon request of the entity bringing the proceeding, the administrative law judge may direct a  
13 licensee found to have committed a violation or violations of the licensing act to pay a sum not to  
exceed the reasonable costs of the investigation and enforcement of the case.

14 (b) In the case of a disciplined licentiate that is a corporation or a partnership, the order may  
15 be made against the licensed corporate entity or licensed partnership.

16 (c) A certified copy of the actual costs, or a good faith estimate of costs where actual costs  
17 are not available, signed by the entity bringing the proceeding or its designated representative  
shall be prima facie evidence of reasonable costs of investigation and prosecution of the case.  
18 The costs shall include the amount of investigative and enforcement costs up to the date of the  
hearing, including, but not limited to, charges imposed by the Attorney General.

19 (d) The administrative law judge shall make a proposed finding of the amount of reasonable  
20 costs of investigation and prosecution of the case when requested pursuant to subdivision (a).  
The finding of the administrative law judge with regard to costs shall not be reviewable by the  
21 board to increase the cost award. The board may reduce or eliminate the cost award, or remand to  
the administrative law judge if the proposed decision fails to make a finding on costs requested  
22 pursuant to subdivision (a).

23 (e) If an order for recovery of costs is made and timely payment is not made as directed in  
24 the board's decision, the board may enforce the order for repayment in any appropriate court.  
This right of enforcement shall be in addition to any other rights the board may have as to any  
25 licensee to pay costs.

26 (f) In any action for recovery of costs, proof of the board's decision shall be conclusive  
27 proof of the validity of the order of payment and the terms for payment.

28 (g)(1) Except as provided in paragraph (2), the board shall not renew or reinstate the license



1 of any licensee who has failed to pay all of the costs ordered under this section.

2 (2) Notwithstanding paragraph (1), the board may, in its discretion, conditionally renew or  
3 reinstate for a maximum of one year the license of any licensee who demonstrates financial  
4 hardship and who enters into a formal agreement with the board to reimburse the board within  
5 that one-year period for the unpaid costs.

6 (h) All costs recovered under this section shall be considered a reimbursement for costs  
7 incurred and shall be deposited in the fund of the board recovering the costs to be available upon  
8 appropriation by the Legislature.

9 (i) Nothing in this section shall preclude a board from including the recovery of the costs of  
10 investigation and enforcement of a case in any stipulated settlement.

11 (j) This section does not apply to any board if a specific statutory provision in that board's  
12 licensing act provides for recovery of costs in an administrative disciplinary proceeding.

### 13 CAUSE FOR DISCIPLINE

#### 14 **(Unprofessional Conduct/ Gross Negligence/ Repeated Negligent Acts/ Incompetence)**

15 8. Respondent is subject to disciplinary action under sections 2234 and/or 2234(b)  
16 and/or 2234(c) and/or 2234(d) in that Respondent engaged in unprofessional conduct and/or  
17 committed gross negligence and/or repeated acts of negligence and/or incompetence in her care  
18 and treatment of Patient 1<sup>1</sup>, a twenty-five year old woman. The circumstances are as follows:

19 9. Respondent is a board-certified obstetrician and gynecologist who has been practicing  
20 as part of a group in Los Gatos, CA.

21 10. Respondent saw Patient 1 at an office visit on January 4, 2017 for a pregnancy test.  
22 Respondent confirmed Patient 1 was pregnant and performed an ultrasound. Patient 1 was found  
23 to be approximately 8 weeks pregnant, and she was given a pregnancy guide document produced  
24 by Respondent's medical practice, which accurately described the genetic bases of cystic  
25 fibrosis.<sup>2</sup> Respondent's medical record for Patient 1 dated January 4, 2017 states in the encounter  
26 notes and patient recommendations section that Patient 1 is to be screened for being a genetic  
27 carrier for some autosomal recessive conditions, including, but not limited to, cystic fibrosis. The  
28 medical record for Patient 1 for that date also explains that, if both parents are carriers for the

<sup>1</sup> The patient is referred to as Patient 1 to protect privacy.

<sup>2</sup> Cystic fibrosis is an inherited disease that causes severe damage to the lungs, digestive system and other organs in the body.

1 same condition, the baby has a 25% chance of having that disease and further testing would be  
2 discussed.

3 11. Respondent saw Patient 1 again on January 19, 2017. Patient 1's medical record for  
4 that date states that Respondent discussed prenatal care with her, including cystic fibrosis  
5 screening. Patient 1 was given a lab slip for genetic diseases screening tests. Patient 1 had a  
6 blood sample taken on January 19, 2017, and the lab results subsequently reported to Respondent  
7 showed a positive result for Patient 1 for being a carrier of a cystic fibrosis gene. The lab results  
8 of the cystic fibrosis expanded screen received by Respondent on or around February 1, 2017  
9 informed her that Patient 1 tested positive as a carrier of the G551D cystic fibrosis mutation, and  
10 it also recommended genetic counseling for Patient 1. Respondent did not refer Patient 1 for  
11 genetic counseling or evaluation by another suitable specialist at that time.

12 12. On February 1, 2017, pursuant to an order signed by Respondent, Patient 1's partner,  
13 the biological father of Patient 1's child, was screened for a cystic fibrosis gene. The results,  
14 which were also subsequently reported to Respondent, showed that Patient 1's partner was also a  
15 carrier of a cystic fibrosis gene. The lab results of the cystic fibrosis expanded screen received by  
16 Respondent on or around February 10, 2017 informed her that Patient 1's partner tested positive  
17 as a carrier of the F508D mutation and recommended genetic counseling. Respondent did not  
18 refer Patient 1 or Patient 1 and her partner for genetic counseling or evaluation by another  
19 suitable specialist at that time.

20 13. On February 13, 2017, Respondent diagnosed Patient 1 as a "cystic fibrosis carrier in  
21 second trimester, antepartum" and wrote in Patient 1's medical record that Patient 1 carries  
22 "G551D [mutation] and partner carries F508 [mutation]." Respondent, however, did not let  
23 Patient 1 know that their baby had a 25% chance of having cystic fibrosis as a result of being born  
24 to two parents with cystic fibrosis genetic mutations. Respondent did not refer Patient 1 and her  
25 partner for genetic counseling, or to another suitable medical specialist, for further discussion  
26 regarding the likelihood of their having a child with cystic fibrosis. On February 13, 2017,  
27 Respondent ordered office staff to phone Patient 1 and tell her that she and her partner are "both  
28 carriers of a Cystic Fibrosis gene but they carry different types so the baby will not have CF but

1 may be a carrier.” Respondent also ordered office staff to tell Patient 1 that no follow up was  
2 needed at that time. Office staff so advised Patient 1 on February 13, 2017.

3 14. Respondent saw Patient 1 again for additional prenatal visits in March, April, May,  
4 and June of 2017, but she did not counsel Patient 1 during any of those encounters regarding the  
5 possibility that her child would have cystic fibrosis, based on the results of the cystic fibrosis  
6 screening tests Respondent ordered for Patient 1 and her partner.

7 15. Patient 1 subsequently moved to another state and delivered a child who has cystic  
8 fibrosis.

9 16. Paragraphs 7 to 14 are hereby incorporated by reference as if fully stated herein.  
10 Respondent is guilty of unprofessional conduct, and Respondent’s certificate is subjected to  
11 discipline pursuant to Sections 2234 and/or 2334(b) and/or 2234(c) and/or 2234 (d) of the Code  
12 based on gross negligence and/or repeated negligent acts and/or incompetence, including, but not  
13 limited to, the following:

14 A. Respondent’s failure to provide accurate and timely information to  
15 Patient 1 regarding the potential consequences of Patient 1 and her partner both being carriers of  
16 cystic fibrosis mutations, including, but not limited to, the possibility that their child could have  
17 cystic fibrosis;

18 B. Respondent’s failure to be aware of the correct genetic bases of cystic  
19 fibrosis, when they were described accurately in the patient informational literature given to  
20 Patient 1 at Respondent’s medical practice;

21 C. Respondent’s failure to refer Patient 1 for genetic counseling when her  
22 cystic fibrosis screening result returned an abnormal positive result showing Patient 1 as a carrier;

23 D. Respondent’s failure to refer Patient 1 and her partner for genetic  
24 counseling when both of them tested positive as carriers of cystic fibrosis mutations.

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1 PRAYER

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

4 1. Revoking or suspending Physician's and Surgeon's Certificate Number G 69747,  
5 issued to Respondent Karen Erika Kunzel, M.D.;

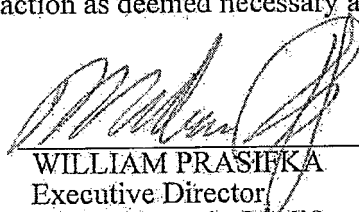
6 2. Revoking, suspending or denying approval of Respondent Karen Erika Kunzel,  
7 M.D.'s authority to supervise physician assistants and advanced practice nurses;

8 3. Ordering Respondent Karen Erika Kunzel, M.D., to pay the Board the costs of the  
9 investigation and enforcement of this case, and if placed on probation, the costs of probation  
10 monitoring;

11 4. Ordering Respondent Karen Erika Kunzel, M.D., if placed on probation, to provide  
12 patient notification in accordance with Business and Professions Code section 2228.1; and

13 5. Taking such other and further action as deemed necessary and proper.

14  
15 DATED: September 21, 2022

16   
17 WILLIAM PRASIFKA  
18 Executive Director  
19 Medical Board of California  
20 Department of Consumer Affairs  
21 State of California  
22 Complainant