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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN LUIS OBISPO**

11 THE PEOPLE OF THE STATE OF CALIFORNIA,	COURT NO. 24CV-0063
12 Plaintiff,	COMPLAINT FOR INJUNCTION,
13 v.	CIVIL PENALTIES AND OTHER
14	EQUITABLE RELIEF
15 ANIKA TENE MOORE, an individual	(Bus. & Prof. Code, §§ 2054, 17200 <i>et</i>
16 Defendant.	<i>seq.</i> , 17500 <i>et seq.</i> , and 17900 <i>et seq.</i>)
17	<i>Exempt from fees per Gov. Code, § 6103</i>

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20 Plaintiff, the People of the State of California, by and through Dan Dow, District
21 Attorney of the County of San Luis Obispo, State of California, is informed and believes and
22 based thereon alleges:

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24 1. The People seek an injunction and civil penalties from Defendant ANIKA TENE
25 MOORE, a licensed medical doctor practicing obstetrics and gynecology, resulting in her failure
26 to adequately supervise and collaborate with a Nurse Practitioner according to the terms of their
27 agreement and according to standardized procedures guidelines provided under California law.

1 I.

2 **VENUE AND JURISDICTION**

3 2. Venue is proper in this county under Code of Civil Procedure section 393, in that the
4 People seek to recover a penalty under Business and Professions Code section 17206 for
5 allegations alleged in this Complaint occurring within the County of San Luis Obispo.

6 3. This Court has jurisdiction according to Article 6, section 10, of the California
7 Constitution.

8 II.

9 **DEFENDANT**

10 4. Defendant was, at all times mentioned, a licensed California Medical Doctor, license
11 number A98138.

12 III.

13 **STATUTORY BACKGROUND**

14 5. The California Legislature recognized that physicians and registered nurses have
15 overlapping functions within the health care system. They sought to promote this relationship by
16 permitting the sharing of these shared functions through standardized procedures. (Bus. & Prof.
17 Code § 2725, subd. (a).)

18 6. In response, the Medical Board of California and the Board of Registered Nursing
19 promulgated standardized procedure guidelines found in Title 16, section 1474 of the California
20 Code of Regulations. Each standardized procedure shall (1) be in writing; (2) specify what
21 functions the registered nurse may perform and what circumstances; (3) establish a method for a
22 supervising physician to evaluate the registered nurse; (4) specify the scope of supervision by the
23 physician for each function performed by the registered nurse; (5) indicate the circumstances
24 when the registered nurse is to immediately communicate with the patient's physician concerning
25 the patient's condition; (6) specify patient record keeping requirements; and (7) provide for a
26 method of periodic review of the standardized procedures. (Title 16, section 1474 of the
27 California Code of Regulations, subd. (b)(1-11).)

1 7. Further standardized procedures are required for nurse practitioners who prescribe
2 medications to a patient. The standardized procedure between and medical doctor and nurse
3 practitioner shall specify which drugs or devices may be furnished or ordered, under what
4 circumstances, and under what physician supervision. (Bus. & Prof. Code § 2836.1.) The
5 procedures also require the standardized procedure to be developed by the supervising physician
6 and the nurse practitioner. (Ibid.) Any Schedule II through Schedule V controlled substance
7 agreed between the physician and the nurse practitioner and specified in the standardized
8 procedure. (Ibid.)

9 **IV.**

10 **GENERAL ALLEGATIONS**

11 8. On October 24, 2018, Defendant and registered nurse practitioner entered into an
12 agreement entitled the “Collaboration Agreement between Anika Moore-Williams, MD and
13 Sarah Anne Cole-Erny, DNP.” (The Collaboration Agreement)

14 9. The Collaboration Agreement formalized Defendant’s role as the supervising
15 physician for the nurse practitioner as required by Business and Professions Code section 2725,
16 2836.1, and Title 16, section 1474 of the California Code of Regulations.

17 10. The Collaboration Agreement was prepared by Nurse Practitioner Sarah Erny.
18 Defendant, after receiving the Collaborative Agreement, skimmed, signed, and returned the
19 document to Ms. Erny. Defendant, having moved to Massachusetts in 2016 to practice medicine,
20 spent little time investigating and evaluating the circumstances in which Ms. Erny would be
21 providing medical services under the Collaboration Agreement.

22 11. Defendant spent no time developing the protocols within the Collaboration
23 Agreement before her supervision of Ms. Erny began, or at any time during the approximate two
24 years the Collaboration Agreement was in effect.

25 12. The Collaboration Agreement included a protocol for Ms. Erny’s prescription of
26 medications to patients, including a protocol for prescribing Schedule III through V controlled
27 substances. However, the Collaboration Agreement did not specifically identify the permitted
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1 Controlled Substance medications that Ms. Erny could prescribe to patients.

2 13. Defendant was unaware that Ms. Erny was prescribing controlled substance
3 medications to patients, including the prescription of testosterone, a Schedule III medication, to
4 both female and male patients.

5 14. Defendant was unaware that Ms. Erny opened an independent practice as a nurse
6 practitioner called Holistic Women’s Health near Pismo, California.

7 15. Nor did Defendant review any physical medical records prepared by Ms. Erny.

8 16. Defendant advised Ms. Erny that she was terminating their collaborative/supervisory
9 business relationship on March 19, 2021, with an effective date no later than October 1, 2021.

10 **I.**

11 **FIRST CAUSE OF ACTION**

12 **BUSINESS & PROFESSIONS CODE SECTIONS 2725, 2836.1, & CODE OF**
13 **REGULATIONS SECTION 1474 (Title 16)**

14 17. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 16, as
15 though fully set forth here.

16 18. Defendant MOORE violated Business and Professions Code sections 2725 and
17 2836.1 and California Code of Regulations, Title 16, section 1474, by (1) failing to participate in
18 the development of the standardized protocols with Ms. Erny in the Collaboration Agreement;
19 (2) failing to participate in an annual review the protocols or specifically identify the controlled
20 substances that Ms. Erny could prescribe, including testosterone, a Schedule III controlled
21 substance; and (3) failing to perform any periodic evaluation of Ms. Erny’s performance and
22 skills.

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1 **II.**

2 **SECOND CAUSE OF ACTION**

3 **BUSINESS & PROFESSIONS CODE SECTIONS 17200 et seq.**

4 **Unfair Business Practice**

5 19. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 29,
6 inclusive, as though fully set forth here.

7 20. Any person who engages, has engaged, or proposes to engage in unfair
8 competition shall be liable for a civil penalty not to exceed \$2,500 per violation. (Bus. & Prof.
9 Code § 17206.) That person may be enjoined by the Court from that activity as well. (Bus. &
10 Prof. Code § 17203.) “Unfair Competition” means any unlawful, unfair, or fraudulent business
11 act or practice. (Bus. & Prof. Code § 17200.)

12 21. Defendant has engaged in unlawful business acts and practices as outlined stated
13 in the First Cause of Action, above.

14 22. Defendant has engaged in unfair business acts and practices in her cavalier
15 attitude as to her duties and responsibilities under the Collaboration Agreement and California
16 Law. A majority of Defendant’s supervision was limited to responding to text messages and
17 telephone calls by Ms. Erny. Defendant was unaware of the extensive scope of Ms. Erny’s
18 patients, including lacking any knowledge of Ms. Erny’s excessive prescribing of Schedule III
19 anabolic steroids, treatment of male patients that Defendant had no experience as an OBGYN,
20 and how often Ms. Erny was seeing patients, and that her clinical environment was an
21 independent medical office. Defendant contends she had conversations with Ms. Erny regarding
22 patient care, but failed to record any patient names and is unaware of the number of reviews she
23 performed as a function of the patients cared for by Ms. Erny.

24 Based on the above, the People request injunctive relief against Defendants under
25 Business and Professions Code Section 17203 and civil penalties under Business and Professions
26 Code Section 17206, as described in the People’s prayer for relief.

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PRAYER


WHEREFORE, the plaintiff prays for judgment as follows:

1. Permanently enjoin Defendant from violating Business and Professions Code sections 2725 and 2836.1 and California Code of Regulations, Title 16, section 1474, by (1) failing to participate in the development of the standardized protocols with Ms. Erny in the Collaboration Agreement; (2) failing to participate in an annual review the protocols or specifically identify the controlled substances that Ms. Erny could prescribe, including testosterone, a Schedule III controlled substance; and (3) failing to perform any periodic evaluation of Ms. Erny’s performance and skills;
2. Assess a civil penalty against Defendant for \$25,000.00 for violations of Business and Professions Code Sections 17206, or according to proof;
3. Award the People their costs of suit, including costs of the investigation; and
4. Grant such other relief as the Court deems just and equitable.

Respectfully submitted,

DAN DOW, District Attorney
County of San Luis Obispo, State of California

DATED: January 24, 2024

By 
KENNETH JORGENSEN
Deputy District Attorney