

**CONSENT AGREEMENT  
BETWEEN  
KIMBERLY ROSE ZIMMERMAN, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Kimberly Rose Zimmerman, M.D., [Dr. Zimmerman], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Zimmerman enters into this Consent Agreement being fully informed of her rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B)(22), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for “[a]ny of the following actions taken by the agency responsible for regulating the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or the limited branches of medicine in another jurisdiction, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual's license to practice; acceptance of an individual's license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(22), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Zimmerman is licensed to practice medicine and surgery in the state of Ohio, License # 35.054521.
- D. Dr. Zimmerman states that she is also licensed to practice medicine and surgery in the states of California and Nevada.

- E. Dr. Zimmerman states that she currently resides and practices pediatric emergency medicine in the state of California. Dr. Zimmerman admits that on or about March 21, 2008, the Division of Medical Quality of the Medical Board of California, Department of Consumer Affairs, [California Board], adopted a Stipulated Settlement and Disciplinary Order, whereby Dr. Zimmerman was publically reprimanded and ordered to enroll in a clinical training or educational program equivalent to the Physician Assessment and Clinical Education Program [PACE] offered at the University of California, San Diego School of Medicine. Dr. Zimmerman admits that said Stipulated Settlement and Disciplinary Order, a copy of which is attached hereto and incorporated herein, is based upon conduct alleged in the California Board's Accusation filed against her on or about March 8, 2007, concerning her care of a pediatric patient seen in the emergency department who subsequently expired. Dr. Zimmerman states that she is required, *inter alia*, to undergo assessment of the following: her physical and mental health; basic clinical and communication skills common to all clinicians; and medical knowledge, skill and judgment pertaining to Dr. Zimmerman's specialty of pediatric emergency medicine. Dr. Zimmerman further states that, in addition to the abovementioned assessment, she is required to complete a minimum of forty hours of clinical education, undergo an examination, and will be required to comply with all recommendations and/or determinations formed by the clinical training or education program.

#### AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Zimmerman knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Zimmerman shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Zimmerman shall obey and remain in compliance with all terms agreed to and/or ordered by the California Board pursuant to the Stipulated Settlement and Disciplinary Order, case number 11-2004-156744.
3. Dr. Zimmerman shall notify the Board within thirty days upon her return to Ohio for the purpose of relocation and/or medical practice, and shall refrain from commencing practice in Ohio without prior written Board approval. Moreover, should Dr. Zimmerman commence practice in Ohio, the Board may place her certificate under additional probationary terms, conditions, or limitations.
4. Dr. Zimmerman shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following

the month in which this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

At the time she submits her quarterly declarations, Dr. Zimmerman shall also submit declarations under penalty of Board disciplinary action or criminal prosecution stating whether she has complied with all the terms, conditions, and limitations imposed by the California Board. Moreover, Dr. Zimmerman shall cause to be submitted to the Board copies of any reports that she submits to the California Board whenever the California Board requires such submission.

5. In the event Dr. Zimmerman is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.
6. Dr. Zimmerman shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment, evaluation or assessment for Dr. Zimmerman's physical and/or mental health related conditions, or for purposes of complying with the California Board's Stipulated Settlement and Disciplinary Order, whether such treatment, evaluation or assessment occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Zimmerman further agrees to provide the Board written consent permitting any evaluator, assessor or treatment provider from whom she obtains evaluation, assessment or treatment to notify the Board in the event she fails to agree to or comply with any education plan, recommendation, or contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
7. Within thirty days of the effective date of this Consent Agreement, Dr. Zimmerman shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Zimmerman shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Zimmerman provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Zimmerman shall provide a copy of this

Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Zimmerman shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

8. Within thirty days of the effective date of this Consent Agreement, Dr. Zimmerman shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Zimmerman further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Further, Dr. Zimmerman shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
9. Dr. Zimmerman shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Zimmerman evaluation, assessment or treatment. Further, Dr. Zimmerman shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent

Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

10. Dr. Zimmerman shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Zimmerman appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Zimmerman has violated any term, condition or limitation of this Consent Agreement, Dr. Zimmerman agrees that the violation, as alleged, also constitutes clear and convincing evidence that her continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

### **DURATION/MODIFICATION OF TERMS**

Dr. Zimmerman shall not request termination of this Consent Agreement for a minimum of three years. In addition, Dr. Zimmerman shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Zimmerman, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Zimmerman acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

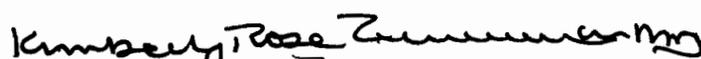
Dr. Zimmerman hereby releases the Board, its members, employees, agents, officers and

representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Zimmerman acknowledges that her social security number will be used if this information is so reported and agrees to provide her social security number to the Board for such purposes.

**EFFECTIVE DATE**

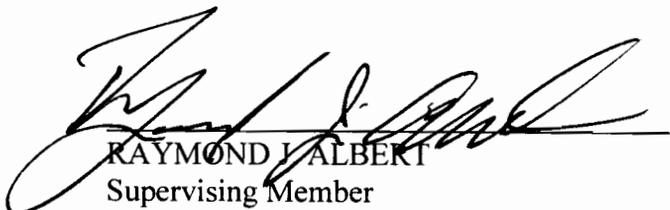
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
Kimberly Rose Zimmerman, M.D.  
KIMBERLY ROSE ZIMMERMAN, M.D.

  
LANCE A. TALMAGE, M.D.  
Secretary

June 30, 2008  
June 30, 2008  
DATE

7-9-08  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

7/9/08  
DATE

  
DANIEL S. ZINSMASTER, ESQ.  
Enforcement Attorney

7/2/2008  
DATE

2008 JUL -2 A 11: 21  
STATE MEDICAL BOARD  
OF OHIO



**MEDICAL BOARD OF CALIFORNIA**  
Discipline Coordination Unit



March 21, 2008

Kimberly Rose Zimmerman, M.D.  
10325 Mary Bell Avenue  
Shadow Hills, CA 91040

RE: Physician's and Surgeon's Certificate No. A 45334  
Case No. 11-2004-156744

MEDICAL BOARD OF CALIFORNIA

I do hereby certify that this document is a true and correct copy of the original on file in this office.

*Cliff Hamilton*  
Signature  
*FOR THE CUSTODIAN OF RECORDS*  
Title  
*APRIL 08, 2008*  
Date

**Public Reprimand**

On March 8, 2007, the Medical Board of California filed an Accusation against your physician's and surgeon's certificate based on an investigation by the Medical Board of California concerning treatment provided to a pediatric patient, S.C., in the emergency department of Children's Hospital of Los Angeles on November 29-30, 2002, after replacement of S.C.'s gastric tube earlier that day. The facts and circumstances establish that you were the attending emergency department physician for the shift beginning at midnight. As part of the evaluation, KUB and upright x-rays had been ordered by the attending emergency department physician of the previous shift who gave her report concerning the patient to you when your shift began. You looked at KUB film (PA), but not at the upright (lateral) film. Your failure to do so violated Business and Professions Code section 2234 (b).

WHEREFORE, pursuant to Business and Professions Code section 2227 and having completed the Physician Assessment and Clinical Education (PACE) Program at the University of California, San Diego, School of Medicine, the Medical Board of California issues this public reprimand.

Richard D. Fantozzi, M.D.  
President  
Medical Board of California

2008 APR 15 P 3:22

STATE MEDICAL BOARD

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

STATE MEDICAL BOARD  
2008 APR 15 P 3 22

In the Matter of the Accusation )  
Against: )  
)  
)  
**KIMBERLY R. ZIMMERMAN, M.D.** )  
)  
Physician's and Surgeon's )  
Certificate No. A 45334 )  
)  
Respondent )  
\_\_\_\_\_ )

File No. 11-2004-156744

MEDICAL BOARD OF CALIFORNIA

I do hereby certify that this document is a true and correct copy of the original on file in this office.

Cliff Hamilton  
Signature

FOR THE Custodian of Records  
Title

APRIL 08, 2008  
Date

**DECISION**

The attached **Stipulated Settlement and Disciplinary Order** is hereby adopted as the Decision and Order of the Division of Medical Quality of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on **March 21, 2008.**

IT IS SO ORDERED **February 21, 2008.**

MEDICAL BOARD OF CALIFORNIA

By: Barbara Yaroslavsky  
**Barbara Yaroslavsky**  
Chair, Panel B  
Division of Medical Quality

STATE MEDICAL BOARD  
2000 APR 15 P 3:25

1 EDMUND G. BROWN JR., Attorney General  
of the State of California  
2 ROBERT McKIM BELL  
Supervising Deputy Attorney General  
3 JUDITH T. ALVARADO, State Bar No. 155307  
Deputy Attorney General  
4 300 South Spring Street, Suite 1702  
Los Angeles, California 90013  
5 Telephone: (213) 576-7149  
Facsimile: (213) 897-9395  
6

7 Attorneys for Complainant

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

13 In the Matter of the Accusation Against:  
14  
15 KIMBERLY ROSE ZIMMERMAN, M.D.  
10325 Mary Bell Avenue  
Shadow Hills, California 91040  
16 Physician and Surgeon's Certificate  
No. A 45334,  
17  
18 Respondent.

Case No. 11-2004-156744

OAH No. L2007070004

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

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

**PARTIES**

21 1. Barbara Johnston (Complainant) is the Executive Director of the Medical  
22 Board of California. She brought this action solely in her official capacity and is represented in  
23 this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Judith T.  
24 Alvarado, Deputy Attorney General.

25 2. Respondent Kimberly Rose Zimmerman, M.D. (Respondent) is  
26 represented in this proceeding by attorney Peter Osinoff, whose address is Bonne, Bridges,  
27 Mueller, O'Keffe & Nichols, 3699 Wilshire Boulevard, 10th Floor, Los Angeles, California,  
28 90010-2719.



1 declines to defend same. Respondent further agrees that her Physician and Surgeon's Certificate  
2 is subject to discipline for violation of Business and Professions Code 2234 (b) (failure to  
3 completely review an x-ray study while providing care) and she agrees to be bound by the  
4 Division's imposition of discipline as set forth in the Disciplinary Order below.

5 **CONTINGENCY**

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

16 **OTHER MATTERS**

17 10. The parties understand and agree that facsimile copies of this Stipulated  
18 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same  
19 force and effect as the originals.

20 **DISCIPLINARY ORDER**

21 11. In consideration of the foregoing admissions and stipulations, the parties  
22 agree that the Division may, without further notice or formal proceeding, issue and enter the  
23 following Disciplinary Order:

24 **A. PUBLIC REPRIMAND**

25 IT IS HEREBY ORDERED that Kimberly Rose Zimmerman, M.D., Physician's  
26 and Surgeon's Certificate No. A 45334, shall be Publically Reprimanded pursuant to California  
27 Business and Professions Code section 2227, subdivision (a)(4). This Public Reprimand, is  
28 issued in connection with Respondent's care and treatment of patient S.C. as set forth in

1 Accusation No. 11-2004-156744 and is attached hereto as Exhibit "B".

2 **B. PACE CLINICAL TRAINING PROGRAM**

3 Within 60 calendar days of the effective date of this Decision, Respondent shall  
4 enroll in a clinical training or educational program equivalent to the Physician Assessment and  
5 Clinical Education Program (PACE) offered at the University of California - San Diego School  
6 of Medicine ("Program").

7 The Program shall consist of a Comprehensive Assessment program comprised of  
8 a two-day assessment of Respondent's physical and mental health; basic clinical and  
9 communication skills common to all clinicians; and medical knowledge, skill and judgment  
10 pertaining to Respondent's specialty or sub-specialty, and at minimum, a 40 hour program of  
11 clinical education in the area of practice in which respondent was alleged to be deficient and  
12 which takes into account data obtained from the assessment, Decision(s), Accusation(s), and any  
13 other information that the Division or its designee deems relevant. Respondent shall pay all  
14 expenses associated with the clinical training program.

15 Based on Respondent's performance and test results in the assessment and clinical  
16 education, the Program will advise the Division or its designee of its recommendation(s) for the  
17 scope and length of any additional educational or clinical training, treatment for any medical  
18 condition, treatment for any psychological condition, or anything else affecting Respondent's  
19 practice of medicine. Respondent shall comply with Program recommendations.

20 At the completion of any additional educational or clinical training, Respondent  
21 shall submit to and pass an examination. The Program's determination whether or not  
22 Respondent passed the examination or successfully completed the Program shall be binding.

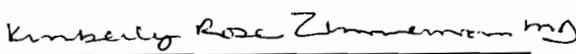
23 Failure to participate in and successfully complete all phases of the clinical  
24 training program outlined above shall constitute unprofessional conduct and grounds for further  
25 disciplinary action.

26 **ACCEPTANCE**

27 I have carefully read the above Stipulated Settlement and Disciplinary Order and  
28 have fully discussed it with my attorney, Peter Osinoff. I understand the stipulation and the

1 effect it will have on my Physician's and Surgeon's Certificate. I enter into this Stipulated  
2 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be  
3 bound by the Decision and Order of the Division of Medical Quality, Medical Board of  
4 California.

5 DATED: December 8, 2007

6  
7   
8 KIMBERLY ROSE ZIMMERMAN, M.D.  
Respondent

9 I have read and fully discussed with Respondent Kimberly Rose Zimmerman,  
10 M.D. the terms and conditions and other matters contained in the above Stipulated Settlement  
11 and Disciplinary Order. I approve its form and content.

12 DATED: 12/19/07

13  
14   
15 PETER OSINOFF  
Attorney for Respondent

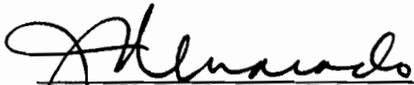
16 **ENDORSEMENT**

17 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
18 submitted for consideration by the Division of Medical Quality, Medical Board of California of  
19 the Department of Consumer Affairs.

20  
21 DATED: 12/13/2007

22 EDMUND G. BROWN JR., Attorney General  
of the State of California

23 ROBERT MCKIM BELL  
24 Supervising Deputy Attorney General

25  
26   
27 JUDITH T. ALVARADO  
Deputy Attorney General

28 Attorneys for Complainant

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**Exhibit A**  
**Accusation No. 11-2004-156744**

1 EDMUND G. BROWN JR., Attorney General  
of the State of California  
2 GLORIA L. CASTRO, State Bar No. 193304  
Deputy Attorney General  
3 California Department of Justice  
300 South Spring Street, Suite 1702  
4 Los Angeles, CA 90013-1230  
Telephone: (213) 897-6804  
5 Facsimile: (213) 897-9395  
6 Attorneys for Complainant

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

13 In the Matter of the Accusation Against:

Case No. 11-2004-156744

14 **KIMBERLY ROSE ZIMMERMAN, M.D.**  
10325 Mary Bell Avenue  
Shadow Hills, California 91040

**ACCUSATION**

15 Physician's and Surgeon's Certificate No. A 45334

16 Respondent.

17  
18 Complainant alleges:

19 **PARTIES**

- 20 1. David T. Thornton ("Complainant") brings this Accusation solely in his  
21 official capacity as the Executive Director of the Medical Board of California ("Board").  
22 2. On or about September 19, 1988, the Board issued Physician's and  
23 Surgeon's Certificate Number A 45334 to Kimberly Rose Zimmerman, M.D. (hereinafter, "Dr.  
24 Zimmerman" or "Respondent"). The certificate was in full force and effect at all times relevant  
25 to the charges brought in this Accusation and will expire on September 30, 2008, unless renewed.

26 **JURISDICTION**

- 27 3. This Accusation is brought before the Board's Division of Medical Quality  
28 ("Division") under the authority of the following sections of the Business and Professions Code

1 (“Code”):

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

7           B.     Section 2234 of the Code provides, in pertinent part, that the Board “shall  
8 take action against any licensee who is charged with unprofessional conduct. In addition  
9 to other provisions of this article, unprofessional conduct includes, but is not limited to,  
10 the following:

11                   “(a)   Violating . . . any provision of this chapter [Chapter 5, the Medical  
12 Practice Act].

13                   “(b) Gross negligence.

14                                 “ . . . . ”

15   **MEDICAL TERMS**

16                   4.     CBC. Complete Blood Count. The complete blood count is a common  
17 blood test which evaluates the three major types of cells in blood: red blood cells, white blood  
18 cells, and platelets.

19                   5.     Decubitus. The position of a patient in bed, e.g., dorsal decubitus, lateral  
20 decubitus.

21                   6.     Pneumoperitoneum. Free air within the peritoneal cavity.

22                   7.     Gastrostomy. Gastrostomy refers to the surgical creation of an artificial  
23 external opening into the stomach, typically for nutritional support or gastrointestinal  
24 compression.

25                   8.     KUB X-ray. KUB is an abbreviation for kidneys, ureters, and bladder. It  
26 refers to a plain frontal supine X-ray of the abdomen.

27                   9.     Laparotomy. A laparotomy is a surgical incision through the abdominal  
28 wall to gain access into the abdominal cavity.



1 back to the emergency room at Children's Hospital with complaints of irritability, nausea, and  
2 vomiting.

3           17.     The intern on duty examined S.C. and presented the case to the attending  
4 physician. The intern reported findings of irritability, fast pulse rate, low grade fever, and  
5 tenderness and firmness of the abdomen. The attending physician was concerned about S.C.  
6 because of her symptoms and, in conjunction with the intern, ordered abdominal X-rays (KUB  
7 and upright) and a CBC.

8           18.     The attending physician's shift ended at midnight. S.C. and her mother  
9 had not yet returned from radiology. Before leaving the hospital, the attending physician  
10 presented S.C. to Dr. Zimmerman and transferred the case to Dr. Zimmerman who became S.C.'s  
11 new attending physician. The original attending physician told Dr. Zimmerman that there was  
12 something seriously wrong with S.C.

13           19.     More than two hours passed after the X-ray study was completed before  
14 S.C. and her mother returned to the emergency room. When they returned, S.C.'s mother became  
15 very upset with the staff and she and Dr. Zimmerman had a heated exchange. Dr. Zimmerman  
16 told S.C.'s mother that if she did not like the care she was receiving, she could leave.

17           20.     The intern then escorted S.C. and her mother to the examination room and  
18 conducted a visual examination of S.C. Neither the intern nor Dr. Zimmerman examined the  
19 patient physically at this time. Dr. Zimmerman never conducted a physical examination of the  
20 patient.

21           21.     The intern reported back to Dr. Zimmerman and the two of them discussed  
22 the laboratory and X-ray results. They reviewed only one of the X-rays, the KUB X-ray.

23           22.     The KUB X-ray reflected an abnormality which Dr. Zimmerman did not  
24 identify. She did not seek assistance in reading the X-ray from the second year radiology resident  
25 who was available for consultation.

26           23.     Dr. Zimmerman knew or should have known that there was a second X-  
27 ray. The order for two X-rays, a KUB and an upright, was clearly noted on S.C.'s chart. She did  
28 not look for the second X-ray or reorder it despite the fact that it is easier to assess for the

1 presence of free air on an upright or lateral film than on a KUB X-ray. The second X-ray more  
2 clearly showed the presence of free air in the abdominal cavity and confirmed the apparent  
3 abnormality reflected on the KUB X-ray.

4           24. Dr. Zimmerman authorized S.C.'s discharge from Children's Hospital in  
5 the early morning without any additional studies being done and without Dr. Zimmerman's  
6 having physically examined S.C.

7           25. S.C. continued to have vomiting and became pale and cold. Her mother  
8 took her to Good Samaritan Hospital at approximately 7:00 a.m., a few hours after she was  
9 discharged from Children's Hospital.

10           26. S.C. was found to be in critical condition and stabilized at Good Samaritan  
11 Hospital and transported back to the intensive care unit at Children's Hospital.

12           27. S.C. was diagnosed as having a probable gastric perforation. An  
13 exploratory laparotomy and gastric perforation closure was performed. S.C. died during surgery  
14 from "sepsis due to peritonitis as a result of reinsertion of a gastric tube which was in place due  
15 to failure to thrive."

16           28. Dr. Zimmerman's treatment of S.C. as set forth above includes the  
17 following acts and/or omissions which constitute extreme departures from the standard of  
18 practice.

19           A. She failed to examine S.C. physically or ensure that she was examined  
20 physically before she was discharged.

21           B. She failed to see or look for the second of the two X-rays taken of S.C.,  
22 failed to read correctly the X-ray she did look at, failed to seek assistance from the  
23 radiology resident, and/or failed to order another X-ray study.

24           29. Respondent's acts and/or omissions as set forth in paragraphs 14 through  
25 28, inclusive, above, whether proven individually, jointly, or in any combination thereof,  
26 constitute gross negligence pursuant to section 2234 (b) of the Code. Therefore, cause for  
27 discipline exists.

28 //

1 **PRAYER**

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

- 4 1. Revoking or suspending Certificate Number A 45334 issued to Kimberly  
5 Rose Zimmerman, M.D., respondent;
- 6 2. If placed on probation, ordering her to pay the costs of probation  
7 monitoring;
- 8 3. Prohibiting her from supervising physicians' assistants; and
- 9 4. Taking such other and further action as deemed necessary and proper.

10 DATED: March 8, 2007

11 

12 DAVID T. THORNTON  
13 Executive Director  
14 Medical Board of California  
15 State of California

16 Complainant  
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**Exhibit B**

KIMBERLY ROSE ZIMMERMAN, M.D.  
10325 Mary Bell Avenue  
Shadow Hills, California 91040

Re: Physician and Surgeon's Certificate No. A 45334  
Case No. 11-2004-156744

**PUBLIC REPRIMAND**

On March 8, 2007, the Medical Board of California filed an Accusation against your physician's and surgeon's certificate based on an investigation by the Medical Board of California concerning treatment provided to a pediatric patient, S.C., in the emergency department of Children's Hospital of Los Angeles on November 29-30, 2002, after replacement of S.C's gastric tube earlier that day. The facts and circumstances establish that you were the attending emergency department physician for the shift beginning at midnight. As part of the evaluation, KUB and upright x-rays had been ordered by the attending emergency department physician of the previous shift who gave her report concerning the patient to you when your shift began. You looked at KUB film (PA), but not at the upright (lateral) film. Your failure to do so violated Business and Professions Code section 2234 (b).

WHEREFORE, pursuant to Business and Professions Code section 2227 and <sup>having</sup> ~~following~~ ~~your~~ completion of the Physician Assessment and Clinical Education (PACE) Program at the University of California, San Diego, School of Medicine, the ~~Division of Medical Quality of the~~ Medical Board of California issues this public ~~letter of~~ reprimand.