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DEPT OF COMMERCE  
& CONSUMER AFFAIRS  
STATE OF HAWAII

DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

MALIA EVERSOLE 5968  
Regulated Industries Complaints Office  
Department of Commerce and Consumer Affairs  
State of Hawaii  
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HEARINGS OFFICE

HAWAII MEDICAL BOARD  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII

In the Matter of the Physician's License of )	MED 2024-151-L
)	)
JENNIFER J. SOSNOWSKI, M.D., )	SETTLEMENT AGREEMENT PRIOR TO
)	FILING OF PETITION FOR DISCIPLINARY
Respondent. )	ACTION AND BOARD'S FINAL ORDER;
)	EXHIBIT 1

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Petitioner, the DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS' REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"), through its undersigned attorney, and Respondent JENNIFER J. SOSNOWSKI, M.D. (hereinafter "Respondent"), enter into this Settlement Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was licensed by the HAWAII MEDICAL BOARD (hereinafter the "Hawaii Board") to practice medicine under license number MD 14557. The license was originally issued on or about January 15, 2008. The license will expire or forfeit on or about January 31, 2026.
2. Respondent's mailing address for purposes of this action is c/o MVP Medical Care PLLC, 7312 E Deer Valley Road, Suite 110, Scottsdale, Arizona 85255.
3. Respondent reported disciplinary action taken against Respondent in the State of Arizona in her Renewal Application for Physician License filed in Hawaii on or about February 2, 2024.

4. RICO obtained a copy of a Consent Order by the Arizona Medical Board filed on September 7, 2023 (hereinafter the "Arizona Order") (Exhibit 1). The Arizona Order was based on allegations that Respondent failed to maintain adequate medical records, committed conduct or practice that might be harmful or dangerous to the health of a patient, and committed a prescription violation. Respondent was placed on probation for six months, given a reprimand, and ordered to complete 10 hours of continuing medical education. Probation was successfully terminated on March 6, 2024.

5. Respondent did not report the Arizona Order to the Hawaii Medical Board within 30 days.

6. The foregoing allegations, if proven at an administrative hearing before the Hawaii Board, would constitute violations of Hawaii Revised Statutes (hereinafter "HRS") §§ 453-8(a)(11) (disciplinary action by another state or federal agency), 453-8(a)(7) (professional misconduct), HRS § 453-8(a)(9) (conduct or practice contrary to recognized standard of ethics), and 453-8(a)(14) (failure to report disciplinary action within 30 days).

7. The Hawaii Board has jurisdiction over the subject matter herein and over the parties hereto.

**B. REPRESENTATIONS BY RESPONDENT:**

1. Respondent is fully aware that Respondent has the right to be represented by an attorney in this matter and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondent freely, knowingly, and voluntarily waives the right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent, being at all times relevant herein licensed to practice medicine by the Hawaii Board acknowledges that Respondent is subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondent represents Exhibit 1 is a true and correct copy of the Arizona Order.

6. Respondent represents that all disciplinary sanctions agreed to in the Arizona Order have been fully and successfully complied with by Respondent.

7. Respondent does not admit to violating any law or rule but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondent's license.

8. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

9. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. MED 2024-151-L.

10. Respondent acknowledges that upon its approval, this Settlement Agreement constitutes disciplinary action and understands that this Settlement Agreement may be subject to reporting requirements.

11. Respondent understands that this Settlement Agreement is public record pursuant to HRS Chapter 92F.

C. TERMS OF SETTLEMENT:

1. Administrative fine. Respondent agrees to pay a fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00.). Payment shall be made by **cashier's check or money order made payable to "DCCA - Compliance Resolution Fund"** and mailed to the Regulated Industries Complaints Office, Attn: Malia Eversole, Esq., 235 S. Beretania Street, 9<sup>th</sup> Floor, Honolulu, Hawaii 96813. Payment of the fine shall be due at the time this Settlement Agreement is returned to RICO.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the term of this Settlement Agreement as set forth in paragraph C.1. of the Settlement Agreement, Respondent's license shall be automatically revoked upon RICO's filing of an affidavit with the Hawaii Board attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of licensure to the Executive Officer of the Hawaii Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands that Respondent cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become licensed again, Respondent must apply to the Hawaii Board for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at that time.

3. Possible Further Sanction. The Hawaii Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Hawaii Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the conduct of physicians in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

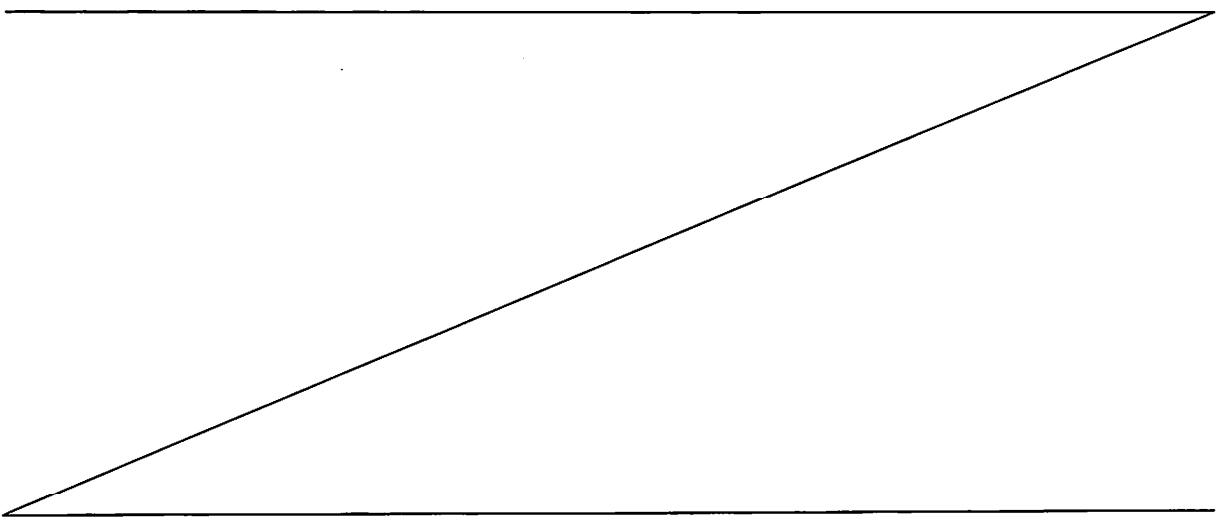
4. Approval of the Hawaii Board. Respondent agrees that, except for the representations, agreements and covenants contained in paragraphs C.5. through C.8. below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Hawaii Board.

5. No Objection if the Hawaii Board Fails to Approve. If the Hawaii Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Hawaii Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Hawaii Board's proceeding against Respondent on the basis that the Hawaii Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.

6. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.


7. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

8. Counterparts. The parties hereto agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Settlement Agreement, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.




IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below. Each signatory to this Settlement Agreement hereby represents and warrants that he/she/they is/are authorized to execute and deliver this Settlement Agreement in the capacity shown below.

DATED: Scottsdale, Arizona, 7/19/24.  
(City) (State) (Date)

  
JENNIFER J. SOSNOWSKI, M.D.  
Respondent

DATED: Honolulu, Hawaii, 7/25/2024.

  
MALIA EVERSOLE  
Attorney for the Department of Commerce  
and Consumer Affairs

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IN THE MATTER OF THE LICENSE TO PRACTICE MEDICINE OF JENNIFER J. SOSNOWSKI, M.D.; SETTLEMENT  
AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;  
EXHIBIT 1; RICO CASE NO. MED 2024-151-L

IN THE MATTER OF THE LICENSE TO PRACTICE MEDICINE OF JENNIFER J. SOSNOWSKI, M.D.; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER; EXHIBIT 1; RICO CASE NO. MED 2024-151-L.

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APPROVED AND SO ORDERED:  
HAWAII MEDICAL BOARD  
STATE OF HAWAII

*Danny M. Takanishi, Jr., MD*

\_\_\_\_\_  
DANNY M. TAKANISHI, JR., M.D.,  
FACS  
Chairperson

8/8/24

\_\_\_\_\_  
DATE

*Gary Belcher*

\_\_\_\_\_  
GARY BELCHER  
Vice Chairperson

\_\_\_\_\_  
~~FRANKLIN V.H. DAO, M.D.~~

\_\_\_\_\_  
ANDREW R. FONG, M.D.

*E. Ignacio*

\_\_\_\_\_  
ELIZABETH ANN IGNACIO, M.D.

*M Jaffe*

\_\_\_\_\_  
MICHAEL JAFFE, D.O.

*Wesley Mun*

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WESLEY MUN

*AS*

\_\_\_\_\_  
ANGELA M. PRATT, M.D.

*Rebecca Sawai*

\_\_\_\_\_  
REBECCA SAWAI, M.D.

*Geri Young MD*

\_\_\_\_\_  
GERI YOUNG, M.D.

PVL 02/09/2023

1 **BEFORE THE ARIZONA MEDICAL BOARD**

2 In the Matter of

3 **JENNIFER J. SOSNOWSKI, M.D.**

4 Holder of License No. 25789  
5 For the Practice of Allopathic Medicine  
6 In the State of Arizona.

**Case No. MD-20-0439A**

**ORDER FOR LETTER OF REPRIMAND  
AND PROBATION; AND CONSENT TO  
THE SAME**

7 Jennifer J. Sosnowski, M.D. ("Respondent") elects to permanently waive any right  
8 to a hearing and appeal with respect to this Order for Letter of Reprimand and Probation;  
9 admits the jurisdiction of the Arizona Medical Board ("Board"); and consents to the entry of  
10 this Order by the Board.

11 **FINDINGS OF FACT**

12 1. The Board is the duly constituted authority for the regulation and control of  
13 the practice of allopathic medicine in the State of Arizona.

14 2. Respondent is the holder of license number 25789 for the practice of  
15 allopathic medicine in the State of Arizona.

16 3. The Board initiated case number MD-20-0439A after receiving a complaint  
17 regarding Respondent's care and treatment of a 58-year-old female patient ("KM") alleging  
18 inadequate care and treatment of rheumatoid arthritis; inappropriately prescribing;  
19 improper therapy recommendations with frequency specific microcurrent ("FSM")  
20 treatments, ozone machine, and vitamin infusions; and failure to utilize personal protective  
21 equipment (PPE).

22 4. During the Board's investigation, Board staff requested Medical Consultant  
23 ("MC") review of Respondent's care and treatment of KM and four other patients (HR, LS,  
24 LD and HA). The MC identified deviations with the standard of care with regard to all five  
25 patients reviewed. Respondent presented a report of another physician who opined that  
Respondent met the standard of care in her treatment of KM, HR and HA. The physician



1 opined that Respondent met the standard of care for Patients LS and LD with certain  
2 qualifications.

3 5. On November 20, 2019, KM presented to Respondent's office for initial  
4 consultation and continued with treatment until April 15, 2020. KM's complaints included  
5 rheumatoid arthritis ("RA") of twenty years' duration, sleep issues, hormonal issues, and  
6 low mental and physical energy. Respondent suspected chronic mycotoxicity or chronic  
7 Lyme disease and prescribed KM multiple supplements. Respondent recommended that  
8 KM have her home tested for mold and the results showed spores of *Stachybotrys*.

9 6. Respondent prescribed KM medications including Plaquenil 200mg twice  
10 daily and Celebrex. Respondent discussed the possibility of trying to wean KM off her  
11 long-term Celebrex usage and suggested that KM try CBD, Theracurmin, and FSM  
12 treatments to treat RA. Respondent prescribed KM Lithium 150mg for "brain fog" and  
13 gabapentin 300mg for head pain.

14 7. KM's lab results showed a normal TSH and free T4 but a low T3 so  
15 Respondent prescribed KM NP Thyroid 15mg daily and Liothyronine 5mcg every am.  
16 Respondent noted that KM had moderate sleep apnea and suggested KM use her  
17 partner's CPAP machine.

18 8. At her April 15, 2020 visit, KM expressed concern regarding the lack of  
19 COVID-19 transmission protection efforts in the office due to her immunocompromised  
20 status. On May 3, 2020 KM emailed Respondent terminating her care.

21 9. On March 27, 2020, HR had a telemedicine visit with Respondent for  
22 hormonal issues and fatigue. HR was a 65-year-old post-menopausal female with a history  
23 of anxiety and depression. HR's medications included Zoloft 50mg daily, Wellbutrin 100mg  
24 daily, progesterone 200mg daily and estrogen pellets 50mg every three months.  
25 Respondent ordered lab work.



1           10.    On March 30, 2020, Respondent called HR with her lab results. HR's lab  
2 results showed estradiol of 362, total testosterone of 198, free testosterone of 1.8,  
3 progesterone of 0.6, and P/E2 ratio of 1.2. Respondent increased HR's progesterone to  
4 4000mg daily.

5           11.    On April 26, 2020, HR called Respondent's office and reported that since  
6 increasing the progesterone she had been moody, depressed, and her anxiety had  
7 increased. Respondent suggested decreasing the progesterone to 200mg.

8           12.    On March 2, 2021, LS formally enrolled in Respondent's six-month Wellness  
9 Program. On August 4, 2021, LS informed Respondent that she and her husband both  
10 tested positive for COVID-19 and requested that Respondent prescribe Ivermectin for  
11 both. Respondent prescribed Ivermectin (with a refill) for LS and told her to share it with  
12 her husband.

13          13.    From September 30, 2020, until Spring 2022, LD participated in  
14 Respondent's Wellness Program through phone calls, in-person clinic visits and health  
15 coaching. LD had multiple tests including blood work, stool, urine and saliva, a sleep  
16 study, imaging, and an EEG. Respondent's plan was to taper LD off her metformin and  
17 glipizide by using dietary changes (keto), exercise, weight loss and botanicals (Diixonol,  
18 Mitocore, Nitric Balance, Cardotone, Cholestepure Plus, and others).

19          14.    On September 1, 2021, LD called Respondent and informed her that she  
20 was diagnosed with COVID-19 and had received a monoclonal antibody infusion and was  
21 improving. Respondent prescribed Ivermectin to LD along with several other off-label  
22 medications for SARS-CoV-2 infection. On September 14, 2021, Respondent prescribed  
23 Ivermectin for prophylactic treatment of COVID-19 for LD's son. On March 29, 2022,  
24 Respondent prescribed Ivermectin "just in case" for COVID-19 for LD's upcoming trip to  
25 Europe.

1 15. HA was an established patient of Respondent's practice through March  
2 2022. Respondent treated HA as a fee-for-service patient. In this time, Respondent  
3 functioned as his primary care physician and coordinated a little with his cardiologist.  
4 Respondent ordered extensive testing with routine labs and esoteric ones such as metal  
5 toxicity, mold, food allergens, microbiome, and ordered a sleep study, venous flow study,  
6 Echocardiogram, colonoscopy.

7 16. The standard of care requires a physician to adequately care and treat an  
8 autoimmune disorder. Respondent deviated from the standard of care for Patient KM by  
9 failing to adequately treat the patient's rheumatoid arthritis.

10 17. The standard of care requires a physician to order appropriate and  
11 necessary lab tests. Respondent deviated from the standard of care for Patients KM and  
12 LS by ordering unnecessary lab tests.

13 18. The standard of care requires a physician to utilize personal protective  
14 equipment. Respondent deviated from the standard of care for Patient KM by failing to  
15 utilize personal protective equipment.

16 19. The standard of care requires a physician to appropriately adjust  
17 medications. Respondent deviated from the standard of care for Patient HR by  
18 inappropriately increasing the patient's progesterone without clinical justification.

19 20. The standard of care requires a physician to have an established physician-  
20 patient relationship prior to prescribing medications. Respondent deviated from the  
21 standard of care for Patients LS and LD by prescribing Ivermectin without an established  
22 physician-patient relationship.

23 21. The standard of care requires a physician to adequately treat a diabetic  
24 patient. Respondent deviated from the standard of care for Patient LD by failing to  
25 appropriately treat a diabetic patient.



1 22. The standard of care requires a physician to adequately treat a cardiac  
2 patient. Respondent deviated from the standard of care for Patient HA by failing to  
3 adequately treat a cardiac patient with uncontrolled hypertension and hyperlipidemia.

4 23. Actual patient harm was identified in that the increase to Patient HR's  
5 progesterone caused side effects that included unusual moodiness and increased anxiety.

6 24. There was the potential for patient harm in that KM was  
7 immunocompromised and at risk for exposure to COVID-19. Patient LS was at risk of  
8 nausea, GI distress, and constipation. Patient LD was at risk of complications from poorly  
9 managed diabetes and hypertension. Patient HA was at risk of a heart attack or stroke.

#### 10 CONCLUSIONS OF LAW

11 a. The Board possesses jurisdiction over the subject matter hereof and over  
12 Respondent.

13 b. The conduct and circumstances described above constitute unprofessional  
14 conduct pursuant to A.R.S. § 32-1401(27)(e) ("Failing or refusing to maintain adequate  
15 records on a patient.").

16 c. The conduct and circumstances described above constitute unprofessional  
17 conduct pursuant to A.R.S. § 32-1401(27)(r) ("Committing any conduct or practice that is  
18 or might be harmful or dangerous to the health of the patient or the public.").

19 d. The conduct and circumstances described above constitute unprofessional  
20 conduct pursuant to A.R.S. § 32-1401(27)(tt) ("Prescribing, dispensing or furnishing a  
21 prescription medication or a prescription-only device as defined in section 32-1901 to a  
22 person unless the licensee first conducts a physical examination of that person or has  
23 previously established a doctor-patient relationship. The physical or mental health status  
24 examination may be conducted during a real-time telemedicine encounter with audio and  
25

1 video capability, unless the examination is for the purpose of obtaining a written  
2 certification from the physician for the purposes of title 36, chapter 28.1.”).

3 **ORDER**

4 IT IS HEREBY ORDERED THAT:

- 5 1. Respondent is issued a Letter of Reprimand.  
6 2. Respondent is placed on Probation for a period of six months with the

7 following terms and conditions:

8 **a. Continuing Medical Education**

9 Respondent shall within 6 months of the effective date of this Order obtain no less  
10 than 10 hours of Board Staff pre-approved Category I Continuing Medical Education  
11 (“CME”) in an intensive, in-person course regarding medical recordkeeping. Respondent  
12 shall within **thirty days** of the effective date of this Order submit her request for CME to  
13 the Board for pre-approval. Upon completion of the CME, Respondent shall provide Board  
14 staff with satisfactory proof of attendance. The CME hours shall be in addition to the hours  
15 required for the biennial renewal of medical licensure. The Probation shall terminate upon  
16 Respondent’s proof of successful completion of the CME.

17 **b. Obey All Laws**

18 Respondent shall obey all state, federal and local laws, all rules governing the  
19 practice of medicine in Arizona, and remain in full compliance with any court ordered  
20 criminal probation, payments and other orders.

1           3.    The Board retains jurisdiction and may initiate new action against  
2 Respondent based upon any violation of this Order. A.R.S. § 32-1401(27)(s)

3           DATED AND EFFECTIVE this 7<sup>th</sup> day of September, 2023.

4  
5   ARIZONA MEDICAL BOARD

6           By   
7           Patricia E. McSorley  
8           Executive Director

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This decision has been redacted and reformatted for publication purposes and contains all of the original text of the actual decision.



1 **CONSENT TO ENTRY OF ORDER**

2 1. Respondent has read and understands this Consent Agreement and the  
3 stipulated Findings of Fact, Conclusions of Law and Order ("Order"). Respondent  
4 acknowledges she has the right to consult with legal counsel regarding this matter.

5 2. Respondent acknowledges and agrees that this Order is entered into freely  
6 and voluntarily and that no promise was made or coercion used to induce such entry.

7 3. By consenting to this Order, Respondent voluntarily relinquishes any rights to  
8 a hearing or judicial review in state or federal court on the matters alleged, or to challenge  
9 this Order in its entirety as issued by the Board, and waives any other cause of action  
10 related thereto or arising from said Order.

11 4. The Order is not effective until approved by the Board and signed by its  
12 Executive Director.

13 5. All admissions made by Respondent in this Order are solely for final  
14 disposition of this matter and any subsequent related administrative proceedings or civil  
15 litigation involving the Board and Respondent. Therefore, said admissions by Respondent  
16 are not intended or made for any other use, such as in the context of another state or  
17 federal government regulatory agency proceeding, civil or criminal court proceeding, in the  
18 State of Arizona or any other state or federal court.

19 6. Notwithstanding any language in this Order, this Order does not preclude in  
20 any way any other State agency or officer or political subdivision of this state from  
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate  
22 now or in the future relating to this matter or other matters concerning Respondent,  
23 including but not limited to, violations of Arizona's Consumer Fraud Act. Respondent  
24 acknowledges that, other than with respect to the Board, this Order makes no  
25 representations, implied or otherwise, about the views or intended actions of any other



1 state agency or officer or political subdivisions of the State relating to this matter or other  
2 matters concerning Respondent.

3 7. Upon signing this agreement, and returning this document (or a copy thereof)  
4 to the Board's Executive Director, Respondent may not revoke the consent to the entry of  
5 the Order. Respondent may not make any modifications to the document. Any  
6 modifications to this original document are ineffective and void unless mutually approved  
7 by the parties.

8 8. This Order is a public record that will be publicly disseminated as a formal  
9 disciplinary action of the Board and will be reported to the National Practitioner's Data  
10 Bank and on the Board's web site as a disciplinary action.

11 9. If any part of the Order is later declared void or otherwise unenforceable, the  
12 remainder of the Order in its entirety shall remain in force and effect.

13 10. If the Board does not adopt this Order, Respondent will not assert as a  
14 defense that the Board's consideration of the Order constitutes bias, prejudice,  
15 prejudgment or other similar defense.

16 11. Any violation of this Order constitutes unprofessional conduct and may result  
17 in disciplinary action. A.R.S. § § 32-1401(27)(s) ("[v]iolating a formal order, probation,  
18 consent agreement or stipulation issued or entered into by the board or its executive  
19 director under this chapter.") and 32-1451.

20 12. ***Respondent has read and understands the conditions of probation.***

21  
22 

23 JENNIFER J. SOSNOWSKI, M.D.

24 DATED: 8/30/23

1 EXECUTED COPY of the foregoing mailed  
2 this 7<sup>th</sup> day of September, 2023 to:

3 Jennifer J. Sosnowski, M.D.  
4 Address of Record

5 Robert J. Milligan, Esq.  
6 Milligan Lawless, PC  
7 5050 North 40<sup>th</sup> Street, Suite 200  
8 Phoenix, Arizona 85018  
9 Attorney for Respondent

10 ORIGINAL of the foregoing filed  
11 this 7<sup>th</sup> day of September, 2023 with:

12 Arizona Medical Board  
13 1740 West Adams, Suite 4000  
14 Phoenix, Arizona 85007

15 Michelle Pugh  
16 Board staff