

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

STATE OF FLORIDA
DEPARTMENT OF HEALTH,
BOARD OF OSTEOPATHIC MEDICINE,
Petitioner,

vs.

Case Nos.: 2023-54547, 24-004162PL

HEIDI MARJAANA LAHTENMAA, D.O.,
Respondent.

_____/

**NOTICE OF FILING SUPPLEMENTAL MATERIALS IN
SUPPORT OF MOTION FOR SANCTIONS**

I, Heidi Marjaana Lahtenmaa, D.O., pro se, pursuant to Rule 28-106.104, Florida Administrative Code, file supplemental materials in support of my Motion for Sanctions filed on July 9, 2025, and state:

1. Purpose:

These materials support my Motion for Sanctions by demonstrating bad-faith conduct and retaliation by the Florida Department of Health (DOH) and others, in violation of § 112.3187, Florida Statutes.

2. Exhibits:

a. Exhibits A1, A2, A3, A4, A5, A6: Egregious Settlement Agreement proposed by the DOH, proposing an indefinite suspension of my osteopathic medical license (OS 16911), a Physicians Recovery Network (PRN) evaluation, a Letter of Concern, and payment of \$25,491.42 in costs. These disproportionate penalties demonstrate apparent retaliatory intent and undermine the DOH's commitment to fairness. The DOH provides no evidence to substantiate specific symptoms, their impact on my ability to practice, or affected job functions, as required by § 456.076, Florida Statutes. By targeting me, a whistleblower, with baseless sanctions, the DOH harms my career and financial stability and erodes its credibility.

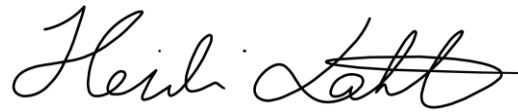
b. Exhibits B1, B2: Emails evidencing intercepted communications during May 5, 2025, consultation with attorney Jason D. Winn, during which a phone line and system outage occurred, suggesting interference with my right to counsel.

c. Exhibit C1, C2, C3, C4: Emails dated June 25–27, 2025, between me and attorney Neil Bryan Tygar, referred by The Florida Bar, evidencing interference with my right to counsel. Mr. Tygar provided evasive responses to my question about whether a physician evaluation could be conducted online, demanded \$1,250 for a limited one-question review, and indirectly encouraged me to return to the United States for an evaluation, despite such evaluations commonly being conducted online.

3. Relevance:

These materials demonstrate misconduct by the Florida Department of Health (DOH) and others, justifying sanctions under Rule 28-106.206, Florida Administrative Code, and supporting my whistleblower retaliation claim under § 112.3187, Florida Statutes.

Respectfully submitted,



Dr. HEIDI MARJAANA LAHTENMAA, D.O.
Pro Se
Nane Los Inc.



Date: July 09, 2025

CERTIFICATE OF SERVICE:

I certify that a copy of this motion was filed electronically with DOAH via the eALJ portal on July 9, 2025, and furnished to Michael Morris, DOH counsel, at Michael.Morris@flhealth.gov and the Public Records Coordinator at PublicRecordsRequest@flhealth.gov on July 9, 2025.

A hard copy will be sent by certified mail to: Florida Department of Health, 4052 Bald Cypress Way, Bin C-65, Tallahassee, FL 32399, if required.

Attachments:

Exhibits A

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

DEPARTMENT OF HEALTH,

Petitioner,

v.

DOH Case No. 2023-54547

HEIDI MARJAANA LAHTENMAA, D.O.,

Respondent.

_____ /

SETTLEMENT AGREEMENT

Petitioner, Department of Health ("Department"), and Respondent, HEIDI MARJAANA LAHTENMAA, D.O. pursuant to section 120.57(4), Florida Statutes, offer this Settlement Agreement ("Agreement") and agree to the entry of a Final Order of the Board of Osteopathic Medicine ("Board") incorporating this Agreement as disposition of this matter, in lieu of any other administrative proceedings.

STIPULATED FACTS

1. At all times material hereto, Respondent was a licensed osteopathic physician in the State of Florida having been issued license number OS 16911.
2. The Department charged Respondent with an Administrative Complaint that was filed and properly served upon Respondent alleging violations of chapter 456 and/or 459, Florida Statutes, and the rules adopted pursuant thereto. A true and correct copy of the Administrative Complaint is attached hereto as Exhibit A.
3. For purposes of these proceedings, Respondent neither admits nor denies the allegations of fact contained in the Administrative Complaint.

STIPULATED CONCLUSIONS OF LAW

1. Respondent admits that, in their capacity as a licensed osteopathic physician, they are subject to the provisions of chapters 456 and 459, Florida Statutes, and the jurisdiction of the Department and the Board.
2. Respondent admits that the facts alleged in the Administrative Complaint, if proven, would constitute violations of chapter 456 and/or 459, Florida Statutes.
3. Respondent agrees that the Stipulated Disposition in this case is fair, appropriate and acceptable to Respondent.

STIPULATED DISPOSITION

1. **Letter of Concern** – The Board shall issue a Letter of Concern against Respondent's license.
2. **Reimbursement of Costs** – Pursuant to Section 456.072, Florida Statutes, Respondent agrees to pay the Department for the Department's costs incurred in the investigation and prosecution of this case ("Department costs"). Such costs exclude the costs of obtaining supervision or monitoring of the practice, the cost of quality assurance reviews, any other costs Respondent incurs to comply with the Final Order, and the Board's administrative costs directly associated with Respondent's probation, if any. Respondent agrees that the amount of Department costs to be paid in this case shall not exceed \$25,491.42. Respondent shall pay such Department costs to:

Payments – DOH Compliance Management Unit
Bin C-76
P.O. Box 6320
Tallahassee, FL 32314-6320

All costs shall be paid by cashier's check or money order. Payments must be made within thirty (30) days of the date of filing of the Final Order accepting this Agreement. Any change in the terms of payment of any fine imposed by the Board **must be approved in advance by the Board.**

3. **Suspension Language** –

(a) Respondent's Florida osteopathic medical license is hereby SUSPENDED until such time as they demonstrate to the Board their ability to practice osteopathic medicine with reasonable skill and safety. Such demonstration of skill and safety shall include an evaluation by the Physicians Resource Network (PRN). The Board reserves jurisdiction in this matter to impose additional terms and conditions, including a period of probation with terms and conditions to be determined by the Board at the time of reinstatement of Respondent's license to practice osteopathic medicine. However, the term of suspension shall be imposed prior to the Board's considering Respondent's petition for reinstatement. Respondent shall not practice osteopathic medicine in Florida until they petition the Board for reinstatement, appear before the Board, and have their license reinstated.

STANDARD PROVISIONS

1. **Appearance** – Respondent is required to appear before the Board at the meeting of the Board where this Agreement is considered.

2. **No Force or Effect until Final Order** – It is expressly understood that this Agreement is subject to the approval of the Board and the Department. In this regard,

the foregoing paragraphs (and only the foregoing paragraphs) shall have no force and effect unless the Board enters a Final Order incorporating the terms of this Agreement.

3. **Addresses** – Respondent must provide current residence and practice addresses to the Board. Respondent shall notify the Board in writing within fifteen (15) days of any changes of said addresses

4. **Future Conduct** – In the future, Respondent shall not violate chapter 456, 459, or 893, Florida Statutes, or the rules promulgated pursuant thereto, or any other state or federal law, rule, or regulation relating to the practice or the ability to practice medicine to include, but not limited to, all statutory requirements related to practitioner profile and licensure renewal updates. Prior to presentation of this Agreement to the Board, Respondent shall read chapters 456, 459, and 893 and the Rules of the Board of Osteopathic Medicine, at Chapter 64B15, Florida Administrative Code.

5. **Violation of Terms** – It is expressly understood that a violation of the terms of this Agreement shall be considered a violation of a Final Order of the Board, for which disciplinary action may be initiated pursuant to chapters 456 and 459, Florida Statutes.

6. **Purpose of Agreement** – Respondent, for the purpose of avoiding further administrative action with respect to this cause, executes this Agreement. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of the Agreement. Respondent agrees to support this Agreement at the time it is presented to the Board and shall offer no evidence, testimony or argument that disputes or contravenes any

stipulated fact or conclusion of law. Furthermore, should this Agreement not be accepted by the Board, it is agreed that presentation to and consideration of this Agreement and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

7. **No Preclusion of Additional Proceedings** – Respondent and the Department fully understand that this Agreement and subsequent Final Order will in no way preclude additional proceedings by the Board and/or the Department against Respondent for acts or omissions not specifically set forth in the Administrative Complaint attached as Exhibit A.

8. **Waiver of Attorney's Fees and Costs** – Upon the Board's adoption of this Agreement, the parties hereby agree that with the exception of Department costs noted above, the parties will bear their own attorney's fees and costs resulting from prosecution or defense of this matter. Respondent waives the right to seek any attorney's fees or costs from the Department and the Board in connection with this matter.

9. **Waiver of Further Procedural Steps** – Upon the Board's adoption of this Agreement, Respondent expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Agreement and the Final Order of the Board incorporating said Agreement.

DATED this _____ day of _____, 2025.

Heidi Marjaana Lahteenmaa, D.O.
Case No. 2023-54547

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by

_____.

Signature of Notary Public
Print, Type or Stamp Commissioned name of Notary Public
My Commission Expires:

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Joseph A. Ladapo, MD, PhD
State Surgeon General

Michael Morris, Esq.
Florida Bar Number 0081493
Assistant General Counsel
Florida Department of Health
Prosecution Services Unit
4052 Bald Cypress Way, Bin C-65
Tallahassee, Florida 32399-3265
(850) 558-9868 phone
(850) 245-4662 FAX
Michael.Morris@flhealth.gov

Exhibits B

On Mon, May 5, 2025 at 12:07 PM
Jason Winn <jwinn@llw-law.com>
wrote:

Dr. Lahteenmaa

Yes my partner and I do handle individual physicians before the Board of Osteopathic Medicine and other licensing boards. Did you receive a letter? Complaint? Do you want to have a teleconference this afternoon to discuss how/if my firm can assist?

Let me know what times work for you today or tomorrow. Thanks,
jdw

Jason D. Winn | Senior Attorney

[106 East College Avenue, Suite 1500 | Tallahassee, Florida 32301](#)

jwinn@llw-law.com | 850.222.5702

[vCard](#) | [Website](#) | [Bio](#) | [join us online](#)

Exhibit B-1

 me May 6
to Jason ▾

I cannot hear you on the phone.

 Jason Winn May 6
to me ▾

Our system went down on my end. Thanks.
Jdw

Jason D Winn, Esq
Lewis Longman & Walker
[106 East College Ave Suite 1500](#)
[TALLAHASSEE, FL 32301](#)
www.llw-law.com
850/519-5876(c)

On May 6, 2025, at 10:26 AM, J Ob
 wrote:

Exhibit B-2

Exhibits C

 me Jun 25
to Neil ▾

Hi Neil,

Can the physician evals regarding my "impairment", with no original complaint, be done online?

Thank you,

Heidi

 Neil Tygar Jun 25
to me ▾

I will need to review the entire file once we are retained before commenting.

 me Jun 25
to Neil ▾

Well the reason being I am in Portugal, and I am not returning to the States. So what is the point of retaining you, if these evals cannot be done online? Thank you

Exhibit C-1

 me Jun 25
to Neil ▾

Well the reason being I am in Portugal, and I am not returning to the States. So what is the point of retaining you, if these evals cannot be done online? Thank you

 Neil Tygar Jun 25
to me ▾

One would think retaining your medical license would be a higher priority.

 me Jun 25
to Neil ▾

I just need to know if the evals can be done online, like the actual court case is. Thank you Heidi

 me Jun 26
to Neil ▾

Exhibit C-2

 **me** Jun 26
to Neil ▾



Hi Neil,

Can you answer my question thank you,

Heidi

...

 **Neil Tygar** Jun 26
to me ▾



Probably, but I would have to review the whole file after I am retained to be sure.

...

 **me** Jun 26
to Neil ▾



Neil,

I need to know for sure if the evals can be done online, before I pay and retain you.

Thank you,

Heidi

Exhibit C-3

 **Neil Tygar** Jun 26
to me ▾



OK, send \$1,250.00 via Zelle and I will do a limited review to get an answer to that question only.

...

 **me** Jun 27
to Neil ▾



Zelle only lets me send \$1000/00 per day as you are a new recipient, Heidi

...

 **Neil Tygar** Jun 27
to me ▾



You can send the balance to our other Zelle

Ntygar@me.com

Or my sons itygar@icloud.com 561-305-6510

Or use the credit card link

LawPay
secure.lawpay.com



Exhibit C-4