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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

VARENNA LLC, OAKMONT SENIOR LIVING LLC, AND OAKMONT MANAGEMENT GROUP LLC.

Defendants.

ENDORSED
FILED

SEP - 3 2019

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

Case No.: *SCV-267007*

STIPULATED INJUNCTION AND FINAL JUDGMENT

1 Plaintiff, the People of the State of California, appears through its attorneys Xavier Becerra,
2 Attorney General of California, by Jennifer Euler, Supervising Deputy Attorney General and
3 Joel Samuels, Deputy Attorney General, and by Jill R. Ravitch, District Attorney of Sonoma
4 County, by Matthew T. Cheever and David Kim, Deputy District Attorneys (hereinafter
5 collectively referred to as "Plaintiff" or "the People"). Defendants Varena LLC, Oakmont
6 Senior Living LLC, and Oakmont Management Group LLC (collectively "Oakmont" or
7 "Defendants") appears through their attorneys, Murphy, Pearson, Bradley & Feeney, P.C. by
8 Philip J. Kearney, Thomas P. Mazzucco, and Aaron K. McClellan. Plaintiff and Defendants (the
9 "Parties") having stipulated that this Stipulated Injunction and Final Judgment (hereinafter
10 "SIFJ") may be entered, and good cause appearing,

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 **DEFINITIONS**

13
14 1. ADMINISTRATIVE STAFF means (1) Operations Managers and Directors, (2)
15 Executive Directors, (3) persons certified and acting as Administrators as described in 22 CCR
16 87101, (4) persons acting in the place of the Administrator or Executive Director, (5) Persons in
17 supervisory positions regarding maintenance of the Facilities, and (6) Persons in supervisory
18 positions with regard to care providers.

19
20 2. AFFILIATES means any person or entity directly or indirectly controlling, or
21 controlled by, or under common control with, such other person or entity.

22
23 3. CARE PROVIDERS means (1) medical technicians, (2) persons who provide
24 assistance for residents with the Personal Activities of Daily Living as defined in Health and
25 Safety Code section 1569.2(l) and described in 22 C.C.R. 87101(c), and (3) persons who
26 provide for movement or transport of residents at the Facilities or to and from the Facilities.

27 4. COMPLIANCE REPORT means the report described in paragraph 31.
28

1 5. CONTROL (and its variations, e.g., “controlling” and “controlled”) means the
2 possession, direct or indirect, of the power to direct or cause the direction of the management
3 and policies of a person or entity, whether through ownership of voting share, by contract, or
4 otherwise.

5 6. COVERED PERSONS means Defendants and Defendants’ agents, servants,
6 employees (including, but not limited to, Nathan Condie and Deborah Smith), representatives,
7 officers, directors, shareholders, members, managers, partners, subsidiaries, transferees,
8 affiliates, successors and assigns, and contractors, and subcontractors, acting within the course
9 and scope of their agency or employment, and to any and all persons, employees, corporations,
10 and other entities who are acting in concert with or participating with Defendants.

11 7. TRAINED PERSONS means and includes COVERED PERSONS (including,
12 but not limited to, Nathan Condie and Deborah Smith), and any of Defendants’ contractors and
13 agents, who, on a regular basis, (i.e., more often than two weeks over a 52-week period): (1)
14 provide care and supervision, and assist residents with the Personal Activities of Daily Living as
15 defined in Health and Safety Code section 1569.2(1) and described in 22 CCR 87101(c)(3); (2)
16 contribute to the creation of EDE Plans; (3) train any Covered Persons in the EDE Plans; (4)
17 implement policies or actions under the EDE Plans; (5) make decisions or provide oversight
18 about staffing, EDE policies and procedures, or meeting the requirements of this SIFJ; or (6)
19 perform any function that relates to or is covered by the subject matter of this SIFJ, including
20 individuals who are responsible for EDE quality assurance, setting EDE policies or procedures,
21 or making EDE-related staffing decisions. Any non-employee, meeting the definition of this
22 Paragraph 7 (1) through (5), who is hired on a temporary basis, regardless of whether he or she
23 is considered a “Trained Persons,” are required to follow the policies and procedures of the
24 facility and this SIFJ. Defendants shall ensure that there is sufficient supervision to ensure that a
25 temporary non-employee meeting this definition is acting within the parameters of such policies
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1 and procedures. Any temporary non-employee meeting this definition, who works in a Facility
2 for more than a thirty (30) day period, regardless of how many days during that period the
3 person is actually present in the facility, must also complete the training requirements set forth
4 in the SIFJ. "Trained Persons" does not include private caregivers hired by any resident or the
5 family or friends of any resident to provide care or assistance with the activities of daily living
6 to a resident at a Facility.

7
8 8. DEFENDANT or DEFENDANTS shall include the named Defendants, and each
9 of them separately. Oakmont Management Group LLC ("OMG") does business as and operates
10 its SUBSIDIARY Varenna at Fountaingrove Residential Care Facility for the Elderly
11 ("Varenna"), located at 1401 Fountaingrove Parkway, Santa Rosa CA 95403, and Villa Capri
12 Residential Care Facility for the Elderly ("Villa Capri"), located at 1397 Fountaingrove
13 Parkway, Santa Rosa CA 95403. Varenna, LLC is the owner of 1401 Fountaingrove Parkway,
14 Santa Rosa CA 95403. Varenna, LLC is a SUBSIDIARY of Oakmont Senior Living, LLC
15 ("OSL").
16

17 9. DSS means the California Department of Social Services.

18 10. EFFECTIVE DATE means the date this Agreement is signed by all parties.

19 11. EFFECTIVE PERIOD is the period of time the injunctive provisions of this SIFJ
20 are in effect, beginning on the date of the filing of this SIFJ.

21 12. EMERGENCY, DISASTER, AND EVACUATION PLAN (hereinafter "EDE
22 Plan") shall have the same meaning as set forth in California Health and Safety Code section
23 1569.695. Additionally, the EDE PLAN shall include, but not be limited to, all of the following:

24
25 a. Evacuation procedures, including identification of an assembly point or points
26 that shall be included in the facility sketch. The EDE Plan shall include an onsite
27 assembly point and an off-site assembly point in the event of a full evacuation of
28 the site.

1 b. Plans for the facility to be self-reliant for a period of not less than 72 hours
2 following the onset of any emergency or disaster during which any living
3 resident remains present within the facility, including, but not limited to, a short-
4 term or long-term power failure. If the facility plans to shelter in place and one or
5 more utilities, including water, sewer, gas, or electricity, is not available, the
6 facility shall have a plan and supplies available to comply with 22 CCR 87100 et
7 seq.

8 c. A transportation plan and evacuation procedures to ensure that the facility can
9 communicate through reasonably available means with emergency response
10 personnel or can access available information regarding emergency routes to be
11 used at the time of an evacuation and relocation necessitated by a disaster. If the
12 transportation plan includes the use of a vehicle owned or operated by the
13 facility, the keys to the vehicle shall be available to staff on all shifts.

14 d. Plan(s) to provide the means for evacuating all residents from the site without
15 reliance on first responders or family members when reasonably possible.

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18 13. ENFORCING PARTY means, the People of the State of California, by and
19 through, either together or separately, the Sonoma County District Attorney and the California
20 Attorney General.

21 14. FACILITY or FACILITIES means Varenna and Villa Capri.

22 15. MONITOR and MONITORING means to watch, observe, check for, and/or keep
23 track of compliance with the applicable provisions of this SIFJ to which the required monitoring
24 relates, including reviewing records, documents, plans, and training materials when necessary.
25 The monitoring required by this SIFJ need not be constant and/or continuous, but may be
26 periodic with a reasonable frequency sufficient to achieve the goal(s) for which the monitoring
27 is required. It is expected that such monitoring will comprise approximately one scheduled in
28

1 person visit to the Facilities per calendar quarter. However, the Independent Monitor may visit
2 the Facilities more frequently if relevant and necessary to carry out his or her duties

3 16. PARTIES means Defendants, all of their Facilities, all Covered Persons, and the
4 People.

5 17. PEOPLE'S COUNSEL means the Sonoma County District Attorney and the
6 California Attorney General.

7 18. RESIDENT refers to any individual who resides in a Facility.

8 19. SUBSIDIARY means an Affiliate controlled by such person or entity directly or
9 indirectly through one or more intermediaries.
10

11 20. TRAINING means instructing all Trained Persons in the EDE Plan, to the extent
12 such persons are not already trained in the EDE Plan at the time this injunction goes into effect.

13 21. TUBBS FIRE means the wildfire that entered the City of Santa Rosa on the
14 evening of October 8, 2017, and continued through that night into the morning hours of October
15 9, 2017.
16

17 **GENERAL PROVISIONS**

18 22. The SIFJ has been reviewed by this Court and is found to have been entered in
19 good faith and to be, in all respects, just, reasonable, and equitable.

20 23. Unless otherwise stated, all obligations stipulated to by Defendants contained
21 herein are ordered pursuant to California Business and Professions Code sections 17200, et seq.,
22 including sections 17203, 17204, 17206 and 17206.1.

23 24. The Parties waive the right to appeal this SIFJ both as to form and content.

24 25. This SIFJ is a final and binding resolution and settlement of all potential civil or
25 criminal violations or causes of action arising from the facts set forth in the Complaint as to
26 Covered Persons, through the EFFECTIVE DATE of this SIFJ ("Covered Matters"). Any
27 claim, violation, or cause of action that is not a Covered Matter is a "Reserved
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1 Claim.” Reserved Claims include, without limitation, any unknown violation, any violation that
2 occurs after the filing of this Final Judgment and Permanent Injunction, and separate and
3 independent violations arising out of facts that are not set forth in the Complaint.

4 **JURISDICTION AND VENUE**

5 26. This civil enforcement action is brought in the public interest under the laws of
6 the State of California. As Defendants conduct business in Sonoma County, the Sonoma
7 County Superior Court has jurisdiction of the subject matter hereof and of the Parties hereto and
8 is a proper venue for this action. Venue and Jurisdiction for enforcement of the SIFJ is retained
9 by the Court.
10

11 **APPLICABILITY**

12 27. This SIFJ is applicable to all COVERED PERSONS.

13 28. Nothing in this SIFJ shall excuse Defendants from meeting any more stringent
14 requirements which may be imposed hereinafter by changes in applicable and legally binding
15 legislation, regulations, ordinances, licenses and/or permits, or shall be construed as authorizing
16 or permitting any violation of law existing at the time of entry of judgment or thereafter,
17 including any violation of law not discussed or mentioned herein or in the Complaint.
18

19 **INJUNCTIVE RELIEF – PROHIBITORY TERMS**

20 29. Pursuant to Business and Professions Code sections 17203 and 17204, for a
21 period of 5 years from the EFFECTIVE DATE, Defendants and all COVERED PERSONS are
22 hereby enjoined and restrained from any acts or practices that are in violation of any federal or
23 state statute or regulation governing the operation of a covered Facility with respect to their
24 operations as a Residential Care Facility for the Elderly and involving EDE Plans and Training.
25

26 30. Specifically, and to the extent applicable, Defendants and all COVERED
27 PERSONS are enjoined and restrained from violating:

- 28 a. Health & Safety Code section 1569.695 or 22 CCR 87212;

- b. Health & Safety Code section 1569.269 (a)(6);
- c. 22 CCR 87411;
- d. 22 CCR 87415;
- e. 22 CCR 87606;
- f. 22 CCR 87202;
- g. 22 CCR 87203; and
- h. Health and Safety Code section 1771.10.

INJUNCTIVE RELIEF - MANDATORY TERMS

31. Pursuant to Business and Professions Code section 17203 and 17204, for a period of 5 years from the EFFECTIVE DATE, Defendants and all COVERED PERSONS are hereby ordered to do the following:

a. At all times, pursuant to this agreement, Defendants shall be responsible for ensuring that the Facilities comply with Health and Safety Code section 1569.695. Defendants shall have an EDE Plan in effect and ensure that all administrators and staff have sufficient training and familiarity with all aspects of the plan to ensure its timely and effective deployment.

b. On or before the last day of each calendar quarter, beginning with the quarter immediately after this agreement has been signed and continuing for as long as this agreement is in effect, Defendants shall provide the People's Counsel and the Independent Monitor with a Compliance Report for each Facility that details how Defendants are in compliance with the requirements set forth in paragraphs 31 (c) through 30 (f), listed immediately below at each Facility. Subject to California's Public Records Act (CPRA), Government Code section 6250 *et seq.* provisions, Plaintiff shall make reasonable efforts to promptly notify Defendants prior to any release by Plaintiff of information submitted by Defendants pursuant to its obligations under this SIFJ, including Compliance Reports. With

1 respect to the disclosure of such information, Defendants shall have all rights set forth in the
2 CPRA. Nothing in this SIFJ, or any communication or report made pursuant to this SIFJ, shall
3 constitute or be construed as any waiver by Defendants of Defendants' attorney-client or work
4 product privileges. Notwithstanding that fact, the existence of any such privilege does not
5 affect Defendants' obligation to comply with the provisions of this SIFJ.

6 **c. EMERGENCY, DISASTER, AND EVACUATION PLAN.**

7 Defendants shall prepare and submit an EDE PLAN for each Facility to the Independent
8 Monitor. Each plan must be site specific and shall be reviewed and, if any applicable changes
9 are necessitated, updated annually. Plans shall also be submitted for review by local
10 emergency authorities, to the extent such authorities accept such submissions, as contemplated
11 under Health and Safety Code section 1569.695 (j). In addition to the requirements of section
12 1569.695, the EDE Plan shall address the following:

13
14 i. Each Facility shall have a designated staff position during each
15 shift charged with responsibility for resident and employee safety, security, and oversight of
16 emergency evacuations. The designated person(s) shall receive adequate training regarding
17 the contents and implementation of the EDE Plan.

18
19 ii. Each Facility shall have a plan for maintaining relevant health
20 information for all residents, including medications, for evacuation purposes both on-site and
21 off-site. The information must be accessible remotely if necessary. All facility staff who are
22 entitled to access resident medical information shall be trained regarding where to physically
23 and electronically access said information.

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25 iii. Each Facility shall have a plan for ensuring that all management
26 and staff obtain real-time emergency notifications (such as Nixle) from local government
27 agencies and disseminate relevant information to all management, staff, and residents.

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iv. Each Facility shall have a plan for tracking the locations and status of all residents after an event that results in an evacuation.

v. Each Facility shall have a plan for notifying resident's families or responsible parties during an evacuation or as soon as practicable after an evacuation and ensuring regular follow up after a relocation.

vi. Each Facility shall have a written policy outlining the role and responsibility of the Executive Director and any designated substitute at each facility in the event of an emergency and/or evacuation.

vii. Each Facility shall have a plan to ensure adequate notification to the residents of an emergency when audio and visual alarms in a Facility are absent or not functioning.

viii. Within thirty (30) days of the signing of the Final Judgment, Defendants shall provide proof of a contract or agreement with a local transportation company available and able to transport all residents and staff in a motorized evacuation where motorized travel is permitted and feasible, and details of how this transportation will be summoned and implemented in the event of an emergency and/or disaster requiring and allowing evacuation by the transport company.

ix. Each Facility shall affirmatively supply information about the EDE Plan to all residents, staff, and managers, and to any new residents, staff and managers who are employed at any Facility during the period this injunction is in effect.

x. Each Facility shall have a written policy and training to ensure that any vehicles used by the facilities for transporting residents are available for use in an emergency and disaster, and staff qualified to operate such vehicles under California law have access to both the keys to the vehicles and the vehicles themselves. If Facilities share vehicles, the policy and training shall address how communication and use of the vehicles

1 will be managed in the event of an emergency and disaster or evacuation. This provision is
2 not intended to require Defendants to maintain vehicles necessary to be able to transfer all
3 residents from the Facilities in a single vehicle or caravan.

4 xi. Each Facility shall have a plan, in the event of the evacuation, for
5 how information about the location of residents shall be made available to family members,
6 responsible parties, and anyone else with legal access to this information by use of the
7 internet and/or other electronic and timely means.

8 xii. Each Facility shall have on-site emergency generators capable of
9 producing enough electricity to meet the Residents' needs as required by the Health and
10 Safety Protection provisions of 22 CCR 87605 et seq. in the execution of the EDE Plan, and
11 each Facility shall, at all times, have sufficient staff present who are trained in the use of
12 those generators. This provision is not intended to impose a requirement to maintain more
13 than one operable generator per Facility, if such generator is sufficient to provide emergency
14 power to satisfy the requirements above.

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17 d. **STAFFING PLANS.** Each Facility shall submit to the Independent
18 Monitor a plan that demonstrates there will be staffing sufficient in numbers and competent to
19 provide services pursuant to 22 CCR 87411 to: (1) reasonably ensure all residents receive
20 timely notice of an emergency, disaster, or evacuation and (2) be able to address the needs of
21 residents during an emergency, disaster, or evacuation.

22 e. **TRAINING.**

23
24 i. In their Compliance Reports, Oakmont shall provide the
25 Independent Monitor with evidence that all Trained Persons receive education and training
26 regarding the EDE Plan sufficient to allow them to reasonably carry out the plan.

1 ii. Whenever Trained Persons are hired, each shall receive education
2 and training regarding the EDE Plan and notice of the status of the progress of this training
3 shall be provided to the Independent Monitor in the Compliance Reports.

4 f. **INDEPENDENT MONITOR**

5 i. Within thirty (30) days after Effective Date, Defendants shall
6 retain an appropriately qualified Independent Monitor to Monitor the Facilities. The
7 Independent Monitor shall be selected by Defendants from the list of three (3) qualified
8 individuals previously provided by the People. The selected Independent Monitor shall be
9 required to pass a criminal background check. Prior to entering a Facility, the Independent
10 Monitor shall present evidence of a recent negative COVID-19 screening test. The
11 Independent Monitor shall abide by all Facility health precautions for visitors including, but
12 not limited to, wearing a protective mask and gloves, and undergoing body-temperature
13 screening. The Independent Monitor's qualifications, fees, and duties shall be reasonable in
14 light of the goals and circumstances of this SIFJ. The Monitor shall not be a licensed attorney
15 active in the field of civil litigation against RCFE's, or anyone employed by or associated
16 with any attorney active in the field of civil litigation against RCFE's, healthcare or allied
17 healthcare providers. However, having been retained as an expert consultant or witness, or as
18 an independent monitor in another matter, shall not alone disqualify an individual from being
19 the Monitor. People's Counsel and Counsel for the Defendants reserve the right to challenge
20 the continued retention of the Independent Monitor should any genuine concerns arise. If the
21 Independent Monitor resigns or is removed for any reason prior to the termination of this
22 SIFJ, the People, upon consultation with Defendants, will provide an approved list of three
23 (3) qualified individuals from which the Defendants may choose and retain a replacement
24 Independent Monitor with the same functions and duties. The parties shall use their best
25 efforts to have a replacement Independent Monitor in place prior to the resignation or
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1 removal of the Independent Monitor but in no event more than thirty (30) days after removal
2 or resignation absent exigent circumstances. The Independent Monitor may confer and
3 correspond with Defendants and People's Counsel on an ex parte basis, but no ex parte
4 communication of the Independent Monitor shall be privileged or subject to work product
5 protections.

6 ii. The Independent Monitor shall be responsible for reasonably
7 assessing the effectiveness, reliability, and thoroughness of Defendants' EDE Plans for each
8 Facility, including but not limited to:

9
10 a. Whether the EDE Plan meets requirements of law and
11 regulation and reasonably ensures residents' safety and well-being in the event of an
12 emergency, disaster, or evacuation of the Facilities.

13 b. Whether Facility staffing under the EDE Plan is sufficient
14 at all times, in numbers and types of Administrative Staff and Care Providers scheduled to be
15 working in each Facility to effectively execute the EDE Plan pursuant to applicable law,
16 regulations, and this SIFJ.

17 c. Whether any contract or agreement entered into by
18 Defendants with a transportation company, as required by the SIFJ, is sufficient to address
19 the likely needs of Residents and ensure the safety of Residents in the event of an
20 emergency, disaster, or evacuation.

21 d. Whether Defendants implement required training on an
22 ongoing basis during the period of this SIFJ.

23 e. Whether Covered Staff are trained in the EDE Plan to a
24 level sufficient for the EDE Plan to be reasonably and effectively executed at all applicable
25 times.
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f. Whether Defendants are in compliance with all California laws and regulations relating to EDE Plans as stated under Health and Safety Code section 1569.695.

iii. The Independent Monitor shall have the following:

a. Immediate access to each Facility, at any time and without prior notice, to assess compliance with this SIFJ unless such demanded access would violate applicable regulations, access policies, or laws protecting the safety of Residents.

b. Access via electronic transmission (email) upon reasonable demand during business hours to: (a) the current EDE Plan; (b) any changes, modifications, and amendments to the EDE Plan or any contracts entered into in association with the plan; and (c) all Training materials, including on-line materials, handouts, tests, test results, meeting sign-in sheets, training schedules, and the portions of Administrative Staff and Care Provider files related to this training.

c. Access via electronic transmission (email) to any documents relating to informing existing or new Residents of the EDE Plan, including any updates or modifications to the EDE Plan, and any documents relating to Residents participation in any training or practice exercises related to the EDE Plan.

iv. Defendants shall reasonably:

a. Facilitate the Independent Monitor's immediate access, when safe, to each Facility, Residents, and documents, and assist in obtaining full cooperation by current employees, contractors, and agents.

b. Provide the Independent Monitor a report each month regarding each of the following:

1 1. Any changes to the EDE Plan or any of its
2 parts, policies, aims, goals, or implementation.

3 2. Staff rosters for each month. Defendants
4 shall also make staff schedules accessible to the Independent Monitor upon request.

5 3. Staff participation in the training related to
6 the EDE Plan.

7 4. Documentation related to Resident
8 participation in training in the EDE Plan.

9 5. Any schedules related to training or
10 exercises involving the EDE Plan and any written information regarding participation and
11 results.

12
13 c. Facilitate access to current Residents, and contact
14 information for their families and guardians, and not impede their cooperation with the
15 Independent Monitor.

16
17 d. Address any written recommendation made by the
18 Independent Monitor either by substantially implementing the Independent Monitor's
19 recommendations or by explaining in writing why it is not feasible to do so.

20
21 e. Pay the Independent Monitor's reasonable bills within
22 thirty (30) days of receipt.

23
24 f. Not terminate the services of the Independent Monitor
25 without good cause and without first notifying People's Counsel at least fifteen (15) days
26 prior to date of termination, absent emergency circumstances.

27
28 g. Not sue or otherwise bring any action against the
Independent Monitor for performing the duties specified under this SIFJ. It is provided,

1 however, that this clause shall not apply to any suit or other action based solely on the
2 dishonest or illegal acts of the Independent Monitor, whether acting alone or in collusion
3 with others, or any suit or other action based on gross negligence of the Independent
4 Monitor.

5 v. The Independent Monitor shall reasonably:

6 a. Abide by all state and federal laws and regulations, and
7 Defendants' privacy policies and procedures concerning the privacy, dignity, and employee
8 rights of all Staff and Residents.

9 b. Where independently required to do so by applicable law
10 or professional licensing standards, report any finding to an appropriate regulatory or law
11 enforcement authority, and simultaneously submit copies of such reports to the People and to
12 Defendants.

13 c. At all times act reasonably in connection with its duties
14 under the SIFJ, including when and how requesting information from Defendants, and
15 restricting demands and requests for physical access to those demands and requests that are
16 reasonably necessary to perform its obligations hereunder.

17 d. Simultaneously provide quarterly reports to Defendants
18 and the People concerning any findings made to date.

19 e. Submit bills to Defendants on a consolidated basis no
20 more than once per month, and submit an annual summary representing an accounting of its
21 costs throughout the year to the Defendants and People.

22 f. Not be bound by any other private or governmental
23 agency's findings or conclusions, including, but not limited to the state survey agency.
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1 Likewise, such private and governmental agencies shall not be bound by the Independent
2 Monitor's findings or conclusions.

3 g. Abide by the legal requirements of Defendants to
4 maintain the confidentiality of each Resident's personal and clinical records. Nothing in this
5 sub section, however, shall limit or affect the Monitor's obligation to provide information,
6 when reporting to other agencies as required by Welfare and Institutions Code section
7 15630.
8

9 h. Except to the extent required by law, maintain the
10 confidentiality of any proprietary financial and operational information, processes,
11 procedures and forms obtained in connection with its duties under the SIFJ and not comment
12 publicly concerning its findings except to the extent required by law.
13

14 i. Visit the Facilities as often as the Independent Monitor
15 believes is reasonably necessary to perform its functions.
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17 j. If the Independent Monitor has concerns about corrective
18 action plans that are not being enforced or systemic problems that could affect Defendants'
19 ability to execute the EDE Plan, then the Monitor shall simultaneously report such concerns
20 in writing to the People's Counsel and Defendants.
21

22 vi. Should the Independent Monitor fail to uphold his/her
23 responsibilities and duties, upon joint agreement of the parties or as otherwise provided
24 herein, a new Independent Monitor shall be appointed.
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26 g. **RECORDS.** Defendants shall maintain all records necessary to establish
27 compliance with this SIFJ, including copies of all records provided to the Independent Monitor
28 for a period of three (3) years from their creation. Defendants shall make all records required to

1 be maintained by this Judgment available for inspection and copying to any representative of
2 the People at a reasonable time and place upon request.

3 h. Any amended statute or regulation, successor statute or regulation or
4 renumbered statute or regulation will have the same force and effect as the statutes and
5 regulations cited in this Judgment.

6 **CIVIL PENALTIES AND COSTS**

7
8 32. Defendants are hereby ordered, pursuant to California Business & Professions
9 Code section 17200, et seq., to pay civil penalties and investigative costs in the total amount of
10 FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), as set forth below:

11 a. Defendants shall pay investigative costs in the amount of NINETY
12 THOUSAND DOLLARS (\$90,000.00), said amount to be made payable as follows:

13 i. One check in the amount of FORTY-FIVE THOUSAND
14 DOLLARS (\$45,000.00) shall be made payable to the "District Attorney of Sonoma County –
15 Costs"; and

16
17 ii. One check in the amount of FORTY-FIVE THOUSAND
18 DOLLARS (\$45,000.00) shall be made payable to the "California Attorney General – Costs."

19 b. Defendants are hereby ordered, pursuant to California Business and
20 Professions Code section 17200, et seq., to pay a civil penalty of FOUR HUNDRED TEN
21 THOUSAND DOLLARS (\$410,000.00.) Said amount to be made payable in accordance with
22 Government Code section 26506 as follows:

23 i. One check in the amount of TWO HUNDRED FIVE
24 THOUSAND DOLLARS (\$205,000.00) shall be made payable to the "Sonoma County
25 Treasurer f/b/o District Attorney's Office"; and
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