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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF VENTURA**

12 JANE ROZANSKI

13 Plaintiff/Petitioner,

14 v.

15 CAMARILLO HEALTH CARE DISTRICT, a
California Special District,

16 Defendant/Respondent.
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19 GOLDEN RULE PUBLISHING, INC., a
California Corporation, dba CAMARILLO
20 ACORN,

21 Real Party in Interest.
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Case No. 56-2016-00489673-CU-WA-VTA
Hon. Rocky J. Baio, Dept. 20
Action Filed: December 2, 2016

**AMENDED VERIFIED COMPLAINT
AND PETITION FOR WRIT OF
MANDATE**

(Cal. Const., art I, § 1; Cal. Evid. Code
§ 950, *et seq.*; Cal. Civ. Proc. Code § 1085,
1086; Cal. Gov. Code § 6250. *et seq.*)

1 INTRODUCTION

2 1. This Amended Verified Complaint and Petition is what the California courts have
3 termed a “Reverse-CPRA” action — an action by a private citizen to prevent the unauthorized
4 disclosure by a public entity of sensitive private information and records pertaining to the Petitioner in
5 the possession of the Respondent entity. Petitioner Jane Rozanski (“Petitioner”) files this Amended
6 Complaint and petitions this Court for a writ of mandate to prevent the unlawful release of her
7 personal and private communications with attorney Ralph Ferguson (“Ferguson”) by Respondent
8 Camarillo Health Care District (“Respondent”), pursuant to California Public Records Act (“CPRA”),
9 Cal. Gov. Code § 6250, *et seq.*, requests.

10 2. At issue on this Petition are (1) private and personal voicemails inadvertently left on a
11 cellular phone which Petitioner returned to Respondent upon retiring in 2015 from her position as
12 Respondent’s CEO, and (2) hundreds of email communications between Petitioner and attorney
13 Ferguson sent between January 1, 2011 and July 1, 2015,. Petitioner’s private communications are
14 unrelated to her work for Respondent or, alternatively, are attorney-client privileged communications
15 that may not be disclosed. Emergency relief in the form of a temporary restraining order and the
16 setting of an Order to Show Cause (“OSC”) hearing regarding the issuance of a preliminary injunction
17 was previously requested and obtained by Petitioner on December 5, 2016, because, absent such
18 relief, Respondent had stated its intention to release the private voicemails on December 6, 2016 to
19 real party in interest Golden Rule Publishing, Inc., dba Camarillo Acorn (“Requestor”), a local
20 newspaper in Camarillo, California where Petitioner and her husband have lived for almost 50 years.

21 3. Petitioner learned that Respondent had read her private e-mail communications and
22 listened to her private voicemails when Respondent informed Petitioner that they were investigating
23 her actions as CEO, eventually resulting in the filing of a Complaint against Petitioner in the Superior
24 Court for Ventura County. This public filing was in direct breach of Petitioner’s employment
25 agreement, which required that any personnel matter be arbitrated. Respondent has now conceded the
26 issue, and the Superior Court litigation has been stayed and an arbitration proceeding will be
27 commenced.

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1 4. But the damage to Petitioner’s reputation had already begun. Respondent’s
2 improperly-filed Complaint alleged that Petitioner and Ferguson had engaged in a “secret romantic
3 relationship” while Petitioner was CEO and Ferguson was counsel to Respondent. This triggered
4 Requestor, seeking to exploit the “scandal” for its own commercial purposes, to file CPRA Requests
5 with Respondent seeking the voicemails between Petitioner and Ferguson and, later, the emails.
6 Respondent, despite the fact that its breach of contract caused the CPRA Requests, has declined to
7 challenge the disclosure of the private information of its former long-time CEO to Requestor. Thus,
8 without the emergency relief requested in this Petition, a newspaper in Petitioner’s own community
9 will publish what it will no doubt characterize as the prurient details of a purported extra-marital
10 affair.

11 5. The legal analysis on this Petition is straightforward, and requires that Respondent be
12 enjoined from voluntarily disclosing Petitioner’s private communications. California courts have
13 recognized the viability of “Reverse-CPRA” actions where necessary to prevent the improper
14 disclosure of private information by a public entity. As a preliminary matter, Petitioner’s private
15 communications are not “public records” which could be subject to CPRA requests. Section 6252 of
16 the California Government Code defines “public records” as writings containing information “relating
17 to the conduct of the public’s business,” something Petitioner’s private communications are not.

18 6. Further, the CPRA expressly exempts from disclosure records which, if disclosed,
19 would “constitute an unwarranted invasion of personal privacy.” Under the balancing test required by
20 the statute, the potential harm to Petitioner’s privacy interests from disclosure substantially outweighs
21 the public interest in disclosure. It is not even close. Petitioner is a prominent figure in California and
22 in her Ventura County community. She has been recognized as Woman of the Year by the California
23 Legislature, and was named Special Districts General Manager of the Year by both the State of
24 California and Ventura County. She has been cited by the United States Congress for her work on
25 aging issues, and in 2013 was appointed by Governor Brown to the prestigious California Commission
26 on Aging. Now in her 70’s, Petitioner is married with two grown children. The release of private
27 communications to be publicly characterized as revealing a purported “secret romantic relationship”
28 will be devastating to Petitioner’s reputation built over 40 years of public service.

1 16. In June of 2015, Petitioner was recognized by the United States Congress, when the
2 Congresswoman Julia Brownley, of the 26th District of California, spoke of her as a “remarkable
3 visionary and dedicated leader to the aging population of Ventura County....”

4 17. Petitioner retired from her position with Respondent in 2015. At the time,
5 Respondent’s President of the Board Rodger Brown stated, “Jane’s leadership and service to the
6 community during her tenure at the Camarillo Health Care District has been remarkable.”

7 18. Since her retirement, Petitioner has continued to serve her community as a member of
8 the Rotary Club, by working on Assemblymember Jacquie Irwin’s Older Adult Population Advisory
9 Committee and the Somis Union School District’s Measure S Oversight Committee, and as an
10 Advisory Committee Member and Founder of the Ventura County Leadership Committee, among
11 other things.

12 **B. Petitioner’s Use of Electronic Devices Provided By Respondent**

13 19. Pursuant to her employment agreement with Respondent, Petitioner was issued
14 electronic devices to facilitate her role as CEO. This included a cellular phone and laptop computer.
15 A true and correct copy of the last Employment Agreement between Petitioner and Respondent is
16 attached hereto as Exhibit A.

17 20. Petitioner used her cellular phone for both personal and work correspondence. She
18 routinely received from, and made phone calls to, her family members and close friends, as well as
19 business associates and coworkers. Such uses were common among employees of Respondent.
20 Petitioner also used her laptop and cellular phone to send and receive email communications,
21 including with coworkers, business associates, family members, and close friends.

22 21. Among other communications, Petitioner routinely communicated, via email and
23 phone, with attorney Ferguson, who served as outside legal counsel to Respondent from 2011 to 2015.

24 22. Petitioner never intended for any of her personal email communications or voicemails
25 to be read or received by anyone other than herself and the senders or intended recipients. At no time
26 did Respondent inform Petitioner that any correspondence on her communication devices would be
27 disclosed to a newspaper or to the public at large.

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1 C. Respondent's Review of Personal Communications on Petitioner's Telephone And
2 Laptop

3 23. After Petitioner retired as CEO and returned the cellular phone and laptop to
4 Respondent, Respondent examined Petitioner's communications. Respondent discovered private
5 voicemails remaining on her cellular phone from Ferguson. Petitioner was not aware that the
6 voicemails remained on the cellular phone, or that they could be accessed by Respondent. Petitioner
7 did not intend to preserve the voicemails on the cellular phone, to turn them over to Respondent, or to
8 have anyone listen to the voicemails other than her. Respondent also accessed Petitioner's private
9 email communications on her laptop. Petitioner was not aware that the emails remained on her laptop
10 or that they could be accessed by Respondent. Petitioner did not intend to preserve the emails on her
11 laptop, to turn them over to Respondent, or to have anyone review the emails other than her.

12 24. The presence of the voicemails on the cellular phone, and the emails on the phone and
13 laptop, at the time they were turned over to Respondent was inadvertent and accidental. Petitioner
14 never intended the voicemails or emails to be shared with Respondent, much less the Requestor or any
15 other entity or person. Petitioner had a reasonable expectation that her communications, including the
16 voicemails, would be kept private and confidential.

17 25. The voicemails were left only for Petitioner, and the emails were intended only for
18 Petitioner. They were meant solely for her receipt, and did not seek to relay any information to
19 anyone other than Petitioner. The voicemails and emails were not intended to be heard by any third
20 party, and neither Petitioner nor Ferguson ever contemplated that the voicemails and emails would be
21 heard or reviewed by anyone other than Petitioner.

22 D. Respondent's Reference to Petitioner's Private Communications in its Lawsuit

23 26. Ferguson's billing practices were under review by Respondent at the time Petitioner
24 retired from her position as CEO. Respondent has alleged that Ferguson falsely inflated his billing,
25 and has litigated that claim against Ferguson. Respondent claims that Petitioner's voicemails and
26 emails evidence a personal, intimate relationship between Petitioner and Ferguson, and that because of
27 that relationship Petitioner and Ferguson conspired together to charge excessive legal fees to
28 Respondent, to the benefit of Ferguson. These allegations are absolutely false.

1 27. On October 7, 2016, Respondent filed a Complaint in Ventura County Superior Court
2 against Petitioner (the “District Complaint”). A true and correct copy of the District Complaint is
3 attached as Exhibit B hereto. This filing was in breach of Petitioner’s Employment Agreement which
4 requires all personnel matters be arbitrated. Respondent has since agreed to stay the Superior Court
5 action and proceed in arbitration.

6 28. Respondent’s Complaint repeatedly uses the phrase “romantic relationship” and “secret
7 romantic relationship” in describing the relationship between Petitioner and Ferguson. The allegations
8 that Petitioner has been involved in an alleged extra-marital romantic relationship with Ferguson were
9 picked up by local newspapers, including Requestor. Requestor published an article on the allegations
10 on October 28, 2016, with the sub-headline “Suit alleges CEO and attorney were having an affair.” A
11 true and correct copy of the article is attached as Exhibit C hereto. The salacious nature of the
12 allegations in the District Complaint no doubt prompted Requestor to file a CPRA claim.

13 **E. The CPRA Requests By Requestor**

14 29. On November 11, 2016, and again on November 15, 2016, Daniel Wolowicz, the
15 Editor of Requestor, emailed Respondent to request Petitioner’s private voicemails (the “Voicemail
16 CPRA Request”). A true and correct copy of the email request from Mr. Wolowicz is attached as
17 Exhibit D hereto.

18 30. Rather than protecting the privacy of its former CEO, Respondent agreed to disclose
19 the voicemails absent intervention by this Court. On November 16, 2016, Respondent notified
20 Petitioner of its intent to comply with the Voicemail CPRA Request. A true and correct copy of the
21 letter from Respondent’s counsel is attached as Exhibit E hereto.

22 31. Respondent has identified to Petitioner the specific voicemails responsive to the
23 Request that will be turned over absent a writ from this Court. Petitioner and her counsel have
24 listened to the voicemails, and all are personal and private, and intended only for Petitioner. Petitioner
25 is prepared to produce the subject voicemails to the Court to review in camera, if necessary, subject to
26 Cal. Gov’t Code § 6259(a) and Cal. Evid. Code § 915. Petitioner has already provided to the Court,
27 under seal, a transcript of all of the subject voicemails.

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In papers filed in the trial court and again on appeal, Chwe has raised the issue reserved in *Filarisky*, contending Marken has no right to file a reverse-CPRA action seeking a judicial ruling precluding the District from disclosing the documents Chwe has requested. . . . If Chwe were right, of course, Marken would not be entitled to a preliminary injunction or to any other form of relief. **Although this issue has not previously been resolved in a published appellate decision and is not free from doubt, we conclude Chwe is wrong.**

Marken, 202 Cal. App. 4th at 1265 (emphasis added); *see also id.* at 1265-1271 (holding that no other remedy exists for an interested party to obtain judicial review of an agency’s improper decision to release records, and that a Reverse-CRPA action will not impair the procedural protections available to the party requesting information under the CPRA).

37. Therefore, Petitioner here, as a party alleging that her rights will be violated by a disclosure of the subject communications, has the right to bring a Reverse-CPRA action.

**THE COMMUNICATIONS ARE NOT “PUBLIC RECORDS” SUBJECT TO
DISCLOSURE BY WAY OF CPRA REQUESTS**

38. California Government Code § 6252 defines “public records” as writings “containing information *relating to the conduct of the public’s business* prepared, owned, used or retained by any state or local agency. . . .” (emphasis added). The mere custody of a writing by a public agency does not make it a public record; it is a public record if it is kept by an officer because it is necessary or convenient to the discharge of his official duty. *San Gabriel Tribune v. Superior Court* (1983) 143 Cal. App. 3d 762, 774. “A public record, strictly speaking, is one made by a public officer in pursuance of a duty, the immediate purpose of which is to disseminate information to the public, or to serve as a memorial of official transactions for public reference.” *People v. Olson* (1965) 232 Cal. App. 2d 480, 486. The courts have repeatedly held that purely personal information unrelated to the “conduct of the public’s business” is not a public record. *See, e.g., Sander v. State Bar of California* (2013) 58 Cal. 4th 300, 322; *Braun v. City of Taft* (1984) 154 Cal. App. 3d 332, 340.

39. The Colorado Supreme Court in *Denver Pub. Co. v. Bd. of Cty. Comm’rs of Cty. of Arapahoe* (Colo. 2005) 121 P.3d 190 held that sexually explicit and romantic e-mails exchanged between a county recorder and the recorder’s assistant chief deputy were not “public records” within

1 the scope of Colorado’s public records act.¹ There, the court distinguished between: “1) messages
2 that address the performance of public functions that do not contain any personal information or
3 sexually-explicit content” and “2) messages that do not address the performance of public functions
4 and do contain sexually-explicit content or other private communications.” *Id.* at 204. As to the first
5 group of records, the court agreed with the disclosure of the records by the court below. As to the
6 second group of records, the court held they were not subject to disclosure:

7 The second group of e-mail messages contains those types of
8 private communications the General Assembly intended to
9 protect as private and fall outside the “public records” definition.
10 These messages were sent and received in furtherance of the
11 personal relationship between Baker and Sale and do not address
12 the performance of their public functions.

11 *Id.* at 205.

12 40. Here, the voicemails and emails fall into the second category identified by *Denver* –
13 wholly personal and private communications. These records are protected under the California
14 Constitution, and are not subject to disclosure under the CPRA.

15
16 **THE VOICEMAILS AND EMAILS ARE PRIVATE COMMUNICATIONS PROTECTED**
17 **BY THE CALIFORNIA CONSTITUTION AND CANNOT BE DISCLOSED UNDER THE**
18 **CPRA**

19 41. The CPRA specifically exempts from disclosure certain records, “the disclosure of
20 which would constitute an unwarranted invasion of personal privacy.” Cal. Gov’t. Code § 6254(c).
21 “[R]ecognition of the importance of preserving individual privacy is also evident in the [CPRA]. The
22 [CPRA] begins with the phrase: “In enacting this chapter, the Legislature is mindful of the right of

23 ¹ The public records acts of California and Colorado are both patterned on the federal Freedom of
24 Information Act. *See California State Univ. v. Superior Court*, 90 Cal. App. 4th 810, 824 (2001);
25 *Wick Commc'ns Co. v. Montrose Cty. Bd. of Cty. Comm.*, 81 P.3d 360, 362 (Colo. 2003). Colorado’s
26 act specifically excludes from the definition of public records correspondence “[w]ithout a
27 demonstrable connection to the exercise of functions required or authorized by law or administrative
28 rule and does not involve the receipt or expenditure of public funds.” Colo. Rev. Stat. Ann. § 24-72-
202. The California Public Records Act similarly exempts from disclosure records that do not
“relate[e] to the conduct of the public’s business.” Cal. Gov’t. Code § 6252(e).

1 individuals to privacy....” Disclosure of public records thus involves two fundamental yet competing
2 interests: (1) prevention of secrecy in government; and (2) protection of individual privacy.” *BRV*,
3 *Inc. v. Superior Court* (2006) 143 Cal. App. 4th 742, 750, as modified on denial of reh’g (Oct. 26,
4 2006) (internal citations and quotations omitted) (“*BRV*”); see also Cal. Gov’t Code § 6254 (barring
5 disclosure of “[p]ersonnel, medical, or similar files, the disclosure of which would constitute an
6 unwarranted invasion of personal privacy.”).

7 42. In order to determine whether the subject records must be disclosed, a court must
8 engage in a balancing test:

9 [A] court determining whether personnel records should be
10 disclosed first must determine whether disclosure of the
11 information would compromise substantial privacy interests; if
12 privacy interests in given information are *de minimis* disclosure
13 would not amount to a clearly unwarranted invasion of
14 personal privacy.

15 Second, the court must determine whether the potential harm to
16 privacy interests from disclosure outweighs the public interest
17 in disclosure. In weighing the competing interests, we must
18 determine the extent to which disclosure of the requested item
19 of information will shed light on the public agency’s
20 performance of its duty.

21 *BRV*, 143 Cal. App. 4th at 755 (internal citations and quotations omitted); see also
22 *Caldecott v. Superior Court* (2015) 243 Cal. App. 4th 212.

23 43. In California, an individual has an overriding right to privacy in her personal, intimate
24 contacts. The California Constitution recognizes an “inalienable” right to privacy: “All people are by
25 nature free and independent and have inalienable rights. Among these are enjoying and defending life
26 and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety,
27 happiness, and *privacy*. (emphasis added)”

28 44. This “inalienable” right includes the privacy of one’s own romantic choices, even if
those choices are, as alleged here, outside the bounds of one’s marriage. “This right to privacy applies
to sexual relations outside of marriage.” *Rider v. Superior Court* (1988) 199 Cal. App. 3d 278, 282.

45. Petitioner has a very significant privacy interest in the communications, in that they
will be cast publicly as evidence she had a purported extra-marital affair with Ferguson and that they
conspired together to overbill attorneys’ fees to the District. These allegations are absolutely false.

1 The release of the communications accompanied by this false characterization would cause
2 immeasurable hurt, humiliation, and embarrassment to Petitioner and Petitioner's family.

3 46. Petitioner did nothing to allow this information to come to the attention of the public.
4 The disclosure of the voicemails and emails to Respondent was entirely inadvertent, the result of the
5 return of a cellular phone and laptop upon which these private communications still were present.
6 Petitioner at all times had a reasonable expectation of privacy in her communications in relation to the
7 outside world. Petitioner never expected her communications to be disclosed to the public. Neither
8 did the Respondent, which did not know that the communicationsexisted until it eavesdropped on her
9 private communications.

10 47. There is no question that Petitioner has an "inalienable" privacy interest in the
11 communications so as to overcome any possible public interest in their disclosure.

12 48. Further, there is no public interest in this disclosure, except for a prurient interest in the
13 private matters of others, and Requestor's interest in generating page views. As the saying goes, "sex
14 sells," and Requestor's interest in the communications is purely to advance an attention-getting story
15 of a supposed sex scandal involving a prominent and respected former government official.

16 49. Further, Respondent has no possible interest in permitting the disclosure. Indeed, it is
17 Respondent's breach of the arbitration provision which identified the existence of the communications
18 and triggered Requestor's CPRA Requests.

19 50. Communications which purportedly contain information related to intimate
20 relationships have been determined to be exempt from disclosure by courts around the country. In
21 *Kentucky Bd. of Examiners of Psychologists & Div. of Occupations & Professions, Dep't for Admin.*
22 *v. Courier-Journal & Louisville Times Co.*, 826 S.W.2d 324, 328-29 (Ky. 1992), the Kentucky
23 Supreme Court held that records which contained allegations of sexual misbehavior between a
24 psychologist and a client were private and not subject to disclosure under Kentucky's version of the
25 CPRA:

26 We must conclude that the information contained in the
27 complaint file is of a personal nature—indeed, of a *very* personal
28 nature—and that disclosure of the remainder of the public record
in this case would constitute a serious invasion of the personal
privacy of those who complained against Tadjewski, as well as

1 other former clients involved in the investigation. The
2 information sought touches upon the most intimate and personal
3 features of private lives. Mindful that the policy of disclosure is
4 purposed to subserve the public interest, not to satisfy the public's
5 curiosity, and that the Board has in this case effectually promoted
6 the public interest in regulation, and that there is a countervailing
7 public interest in personal privacy, here strongly substantiated,
8 we hold that further disclosure of information contained in the
9 public record in this case would, as a matter of law, constitute a
10 clearly unwarranted invasion of personal privacy.

11 *Id.* at 328-29; *see also Denver*, 121 P.3d 190.

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**THE COMMUNICATIONS ARE PRIVILEGED AND CANNOT BE
DISCLOSED UNDER THE CPRA**

51. To the extent that any portion of the voicemails or emails is not a personal, private communication unrelated to the parties' work and duties, those communications are attorney-client communications and, as such, are not subject to disclosure under the CPRA.

52. The CPRA itself prevents disclosure which would violate the provisions of the Evidence Code. Cal. Gov. Code § 6254(k) exempts from disclosure "[r]ecords the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege." *See also STI Outdoor v. Superior Court* (2001) 91 Cal. App. 4th 334 (holding that attorney-client privileged communications were exempt from disclosure under the CPRA).

53. The Evidence Code provides that communications between an attorney and client are strictly privileged. Cal. Evid. Code § 954 provides that "the client... has a privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between client and lawyer if the privilege is claimed by... [t]he holder of the privilege."

54. The "client" includes persons such as the Petitioner. "[C]lient' means a person who, directly or through an authorized representative, consults a lawyer for the purpose of retaining the lawyer or securing legal service or advice from him in his professional capacity." Cal. Evid. Code § 951. Public entities are considered "clients" in the same way as private persons. *See Roberts v. City of Palmdale* (1993) 5 Cal. 4th 363, 374 ("public entities need confidential legal advice to the same

1 extent as do private clients”). The privilege extends to an entity’s employees, in particular officers of
2 the entity, such as the CEO. *See Nat’l Football League Properties, Inc. v. Superior Court* (1998) 65
3 Cal. App. 4th 100, 111. Further, the privilege is not severed when the employee leaves the employ of
4 the client entity. “[T]he attorney-client privilege is served by the certainty that conversations between
5 the attorney and client will remain privileged after the employee leaves.” *In re Coordinated Pretrial*
6 *Proceedings in Petroleum Prod. Antitrust Litig.*, 658 F.2d 1355, 1361 (9th Cir. 1981); *see also Bobele*
7 *v. Superior Court* (1988) 199 Cal. App. 3d 708, 713-15.

8 55. Here, at the time of most of the communications, Petitioner was the CEO of
9 Respondent, an officer, and Ferguson, its general counsel. Further, Petitioner was the main point of
10 contact between Respondent and its attorney, Ferguson.

11 56. Any non-personal communications between Petitioner and Ferguson are privileged, to
12 the extent that they relate to the purpose for which Ferguson was retained. Cal. Evid. Code § 952
13 provides that a “confidential communication between client and lawyer’ means information
14 transmitted between a client and his or her lawyer in the course of that relationship and in confidence
15 by a means which, so far as the client is aware, discloses the information to no third persons other than
16 those who are present *to further the interest of the client* in the consultation or those to whom
17 disclosure is reasonably necessary for the transmission of the information or the accomplishment of
18 the purpose for which the lawyer is consulted”

19 57. Further, the burden to show that privilege does not apply is on the party opposing the
20 application of the privilege. “If a privilege is claimed on the ground that the matter sought to be
21 disclosed is a communication made in confidence in the course of the lawyer-client... relationship, the
22 communication is presumed to have been made in confidence and the opponent of the claim of
23 privilege has the burden of proof to establish that the communication was not confidential.” Cal.
24 Evid. Code § 917(a); *see also Costco Wholesale Corp. v. Superior Court* (2009) 47 Cal. 4th 725, 733
25 (“Once that party establishes facts necessary to support a prima facie claim of privilege, the
26 communication is presumed to have been made in confidence and the opponent of the claim of
27 privilege has the burden of proof to establish the communication was not confidential or that the
28 privilege does not for other reasons apply.”).

1 58. If any of the voicemails or emails are not personal, private communications as detailed
2 above, they are necessarily related to Petitioner’s and Ferguson’s work. Thus, those communications
3 would be privileged and are barred from disclosure under the CPRA.

4
5 **PETITIONER IS ENTITLED TO A WRIT OF MANDATE COMMANDING**
6 **RESPONDENT TO PROTECT THE CONFIDENTIALITY OF**
7 **PETITIONER’S COMMUNICATIONS**

8 59. Petitioner does not consent to the CPRA Requests, and seeks a writ of mandate from
9 this Court commanding Respondent to comply with the California Constitution, the California
10 Evidence Code, and the CPRA and protect the confidentiality of the requested communications.

11
12 **FIRST CAUSE OF ACTION**
13 **(Violation of Cal. Const., art. I, § 1)**

14 60. Petitioner incorporates and re-alleges paragraphs 1-59 as though fully set forth herein.

15 61. The California Constitution gives each California citizen an “inalienable” right to
16 pursue and obtain privacy in article 1, Section 1. Section 1 reads: “All people are by nature free and
17 independent and have inalienable rights. Among those are enjoying and defending life and liberty,
18 acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and
19 privacy.”

20 62. Respondent has an obligation as a public entity to comply with the California
21 Constitution and protect all persons from the disclosure which would invade their privacy.
22 Respondent’s intended disclosure of Petitioner’s private communications would violate this basic
23 tenet of California law.

24 63. Petitioner did not waive her right to privacy under the California Constitution, Article
25 1, § 1, in connection with the subject communications. Respondent did not obtain consent from
26 Petitioner, and Petitioner will not consent to the release of her private communications to the public.

27 64. Allowing the disclosure of the communications would serve no interest other than the
28 prurient interest of the press and readers hungry for scandal.

1 administrative, or contractual remedy is available to Petitioner. Furthermore, release of the
2 communications would render any subsequent judicial, administrative, or contractual remedy
3 moot.

4
5 **THIRD CAUSE OF ACTION**

6 **(Violation of Cal. Gov. Code § 6250, et seq.)**

7 74. Petitioner incorporates and re-alleges paragraphs 1-59 as though fully set forth herein.

8 75. The CPRA was enacted in 1968 to promote government accountability, but
9 expressly recognized every individual's right to privacy: "In enacting this chapter, the Legislature,
10 mindful of the right of individuals to privacy, finds and declares that access to information
11 concerning the conduct of the people's business is a fundamental and necessary right of every
12 person in this state." Cal. Gov. Code § 6250. Therefore, the CPRA may permit access to public
13 records, but it does not allow for the public to access records the private records of individuals.

14 76. Respondent intends to disclose Petitioner's communications, as described herein.
15 Requestor is not seeking non-privileged records that relate to Petitioner's job duties, but rather her
16 personal, private communications.

17 77. Respondent has an obligation to comply with the CPRA by withholding the private,
18 personal correspondence it obtained as a result of inadvertence in order to protect Petitioner's
19 privacy.

20 78. Respondent's intended disclosure of the communications violates the CPRA.

21 79. Petitioner is entitled to mandamus and to file this "Reverse-CPRA" action pursuant
22 to *Marken v. Santa Monica-Malibu Unified School District*, 202 Cal. App. 4th 1250 (2012), in
23 order to compel Respondent to comply with CPRA and to protect the confidentiality of the
24 communications at issue.

25 80. At all times mentioned, Respondent has been able to exercise the discretion to withhold
26 the communications. Notwithstanding this ability, Respondent has refused to withhold the
27 communications and instead intends to deliver them to the press.

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VERIFICATION

I, JANE ROZANSKI, declare as follows:

1. I am a party in the above-entitled action.
2. I have read the foregoing Amended Complaint and Petition for Writ of Mandate for Declaratory and Injunctive Relief and know the contents thereof. The matters stated in the Amended Complaint and Petition for Writ of Mandate for Declaratory and Injunctive Relief are true based on my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Camarillo, California on February 4, 2017.



JANE ROZANSKI

EXHIBIT A

CAMARILLO HEALTH CARE DISTRICT

CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

The Camarillo Health Care District ("CHCD" or the "District"), a California Health Care District operating under Health & Safety Code section 32000, et seq., with offices located at 3639 Las Posas Rd, Suite E117, Camarillo, CA 93010, through its Board of Directors, and Ms. Jane Rozanski (herein "Ms. Rozanski" or "Chief Executive Officer"), an Individual, who currently serves as Chief Executive Officer of CHCD, (jointly referred to herein as the "Parties") mutually desire to enter into this Chief Executive Officer Employment Agreement (herein the "Agreement"), and in consideration of the mutual covenants, representations and promises made herein, agree as follows:

ARTICLE 1. Term of Agreement

Three Year Term

1.1 The Camarillo Health Care District agrees to retain and employ Ms. Rozanski to serve as Chief Executive Officer and Ms. Rozanski agrees to provide her services as Chief Executive Officer to the District, as specified herein and otherwise as according to California law and the District Bylaws, for a term of three (3) years beginning on March 1, 2012 and ending on February 28, 2015, regardless of when the Agreement is later executed by the Parties. The Agreement shall govern the rights and obligations of the Parties during the stated term or any extended term(s) of the Agreement as set forth herein.

Renewal or Extension of Agreement

1.2 The Parties may agree to renew or extend this Agreement beyond the stated term for an additional term of from one (1) year to three (3) years upon the Parties agreeing on the terms and conditions of such renewal or extension. If either Party decides not to renew or extend the Agreement at the conclusion of the stated term or any extended term, then that Party shall give notice to the other Party at least sixty (60) days prior to conclusion of the term or any extended term of its/her intention not to renew or extend the Agreement. If neither Party provides notice of its/her intention not to renew or extend the Agreement, and no new Agreement or extension has been negotiated, then the current Agreement shall automatically be extended on its existing terms and conditions from month-to-month.

Employment as the Chief Executive Officer

1.3 Ms. Rozanski shall at all times perform her duties as Chief Executive Officer in the legal capacity of an employee of CHCD reporting on day-to-day administrative and operational matters to the CHCD Executive Committee and on matters of policy and overall performance to the CHCD Board of Directors.

ARTICLE 2. Duties and Obligations of Chief Executive Officer

General Duties

2.1 Ms. Rozanski shall serve in the employed position of Chief Executive Officer of CHCD. This position shall include the title, duties and capacities of the Chief Executive Officer of CHCD wherever and whenever that designation is used in the CHCD Bylaws, official documents, correspondence or elsewhere. In her capacity as Chief Executive Officer of CHCD, Ms. Rozanski shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of CHCD, including the hiring, compensation, supervision and termination of all employees, contractors and others providing services to CHCD. In fulfilling the duties of the Chief Executive Officer, Ms. Rozanski shall be subject at all times to the policies regarding this position in the District Bylaws, and to the consent of the Board of Directors when required by the terms of this Agreement.

Time Commitment to Chief Executive Officer Positions

2.2 (a) Ms. Rozanski shall devote such time, skill and attention as is reasonably necessary to successfully carry out the duties and responsibilities of the Chief Executive Officer of CHCD. The Parties understand and agree that Ms. Rozanski will devote a significant majority of her productive time during the term of this Agreement to the duties, activities and responsibilities of the Chief Executive Officer of CHCD. The Parties recognize and agree that within the activities of the Chief Executive Officer are business obligations to serve as a member of various committees and boards of entities that support and advance the mission and activities of the District. It is expressly understood by the Parties that the time commitment of Ms. Rozanski under this Agreement does not preclude her performing professional work from time-to-time as an external consultant or presenter for organizations that are not in direct competition with the District.

ARTICLE 3. Relationship of the Parties

Uniqueness of Chief Executive Officer's Services

3.1 CHCD and Ms. Rozanski acknowledge and agree that the services to be performed under the terms of this Agreement are of a highly skilled executive and intellectual character that give those services a special value to the District. The Parties further acknowledge and agree that the unplanned loss of the services of a chief executive officer without adequate notice to CHCD cannot be reasonably or adequately compensated in damages. Except in situations involving a personal health or family emergency, Ms. Rozanski agrees to provide a minimum of sixty (60) days notice of her intention to permanently resign from her position.

Confidential Information

3.2 (a) The Parties acknowledge and agree that during the term of this Agreement and in the course of the performance of her duties hereunder, Ms. Rozanski will have access to and become acquainted with financial, personnel, technical and other information regarding programs, methods, plans and processes that are the property of CHCD, which are actually or potentially used in the operation of CHCD or obtained from third parties under an agreement of confidentiality, and that such information legally constitutes confidential information.

(b) Ms. Rozanski specifically agrees that she will not misuse, misappropriate, or wrongfully disclose confidential information to any unauthorized person, or to use confidential information in any way during the term of this Agreement except as required in the course of appropriately performing as the Chief Executive Officer of CHCD as set forth in this Agreement.

ARTICLE 4. Obligations of CHCD

General Description

4.1 As the District's responsibility pursuant to the Agreement, CHCD shall provide Ms. Rozanski with the compensation, incentives, benefits and business expense reimbursement as specified in this Agreement or otherwise as provided by District policies or California law. CHCD shall provide Ms. Rozanski with payment or reimbursement for the dues of professional organizations, full payment or reimbursement for all reasonable business and travel expenses (not including driving her own automobile on local business travel); including expenses incurred in connection with attendance at community, professional or industry meetings.

Office and Staff

4.2 As the District's responsibility pursuant to the Agreement, CHCD shall provide Ms. Rozanski with office space, computer equipment, business communication devices and necessary administrative support suitable to Ms. Rozanski's position and adequate for the effective performance of her duties.

Indemnification of Losses of Chief Executive Officer

4.3 In accord with and as required by California law, CHCD shall indemnify Ms. Rozanski for all necessary expenditures or losses, including the cost of legal defense, incurred by Ms. Rozanski in direct consequence of the discharge of her duties on CHCD's behalf.

ARTICLE 5. Compensation of Chief Executive Officer By CHCD

Annual Compensation and Benefits

5.1 (a) As payment for the services as Chief Executive Officer of CHCD to be performed during each year of the three (3) year term of this Agreement, Ms. Rozanski shall receive annual compensation and benefits as follows:

(i) Beginning March 1, 2012 through February 28, 2013 - a minimum annual base salary in the amount of \$185,400 (which amount now includes the \$700 monthly car allowance paid separately under the prior Agreement), payable bi-weekly during the term of the Agreement.

(ii) Beginning March 1, 2013 through February 28, 2014 - a minimum annual base salary in the amount of \$185,400, plus a cost-of-living (COLA) increase as approved by the Board of Directors, payable bi-weekly during the term of the Agreement.

(iii) Beginning March 1, 2014 through February 28, 2015 - the minimum annual base salary as determined in section 5.1 (a) (ii) above, plus a cost-of-living (COLA) increase as approved by the Board of Directors, payable bi-weekly during the term of the Agreement.

The cost-of-living computation included in this section 5.1 shall not result in any decrease in the amount of compensation payable to the Chief Executive Officer under this Agreement.

(b) Annual deferred compensation of twelve percent (12%) of each year's base salary to be paid monthly.

(c) Reimbursement for medically related out-of-pocket expenses up to a maximum amount of \$9,480 annually. Medical reimbursement will be determined on a calendar year basis.

5.2 (a) As part of her total compensation under this Agreement, Ms. Rozanski shall be entitled to the following:

(i) Thirty (30) paid vacation days annually, which if not used within the calendar year can be accrued up to a maximum of sixty (60) days. At the request of Ms. Rozanski, unused or accrued vacation days can be paid and received as a single sum at the end of a calendar year, at the termination of this Agreement or the end of her employment.

(ii) Eight (8) paid administrative days or health related days annually (including days away from work due to accident, illness or medical treatment). Unused days under this Section 5.2 (a) (ii) cannot be accrued from year to year.

(b) The change in the annual compensation of the Chief Executive Officer during the term of this Agreement as provided in Article 5.1 (a) (ii) and (a) (iii) shall be set specifically forth in a written Resolution of the Board of Directors. The Resolution(s) shall be made an attachment to this Agreement.

ARTICLE 6. BUSINESS EXPENSES

Use of Credit Card in the Business of CHCD

6.1 (a) All business expenses reasonably incurred by Ms. Rozanski in conducting and promoting the business of CHCD, including expenditures for airfare, lodging, meals and entertainment, shall generally be arranged in advance and, insofar as possible, by or directly by the District or by a credit card in the name of CHCD which has been furnished to Ms. Rozanski.

(b) Ms. Rozanski shall furnish to CHCD upon request adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of business expenditures as an income tax deduction.

ARTICLE 7. Termination of Agreement

Termination of Agreement

7.1 (a) The CHCD Board of Directors at a noticed Special Meeting, upon the recommendation of the Executive Committee and a vote of four-fifths (4/5) of the Directors in support of such recommendation, may terminate this Agreement on behalf of CHCD at any time after five (5) days written notice to Ms. Rozanski. Prior to a vote by the Board of Directors under this Section 8.1, Ms. Rozanski shall be entitled to present such information and/or documentation to the Board of Directors as the Board deems relevant to the issues involved in the recommended termination. The Chief Executive Officer may choose to have her response to the issues and the recommended termination heard and considered in either a public or closed session.

(b) The decision of the Board of Directors of CHCD to terminate this Agreement under this Section 8.1 is without prejudice to any other remedy to which CHCD may be entitled either at law, in equity, or otherwise under this Agreement.

7.2 (a) This Agreement shall be terminated upon the death of Ms. Rozanski, or the inability of Ms. Rozanski to perform a substantial portion of her duties for a period longer than six (6) months as reasonably determined by the Board of Directors, or the dissolution of CHCD.

Payment on Early Termination or Non-Renewal

7.3 (a) If CHCD terminates this Agreement under this Article 7, for reasons other than material dishonesty, abandonment of duties unrelated to serious illness, or arrest for a crime related to her role as Chief Executive Officer, CHCD shall continue to pay Ms. Rozanski for nine (9) additional months of her then current base salary pursuant to Section 5 (a) as calculated on the last day of her employment.

(b) If CHCD decides not to renew or extend the Agreement at the conclusion of the stated term or any extended term, CHCD shall continue to pay Ms. Rozanski for four (4) additional months of her then current base salary pursuant to Section 5 (a) (iii).

ARTICLE 8. General Provisions

Notices

8.1 Any notices to be given hereunder by either Party shall be in writing and may be transmitted by personal delivery, or by overnight mail or Federal Express. Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, but such Party may change that address by written notice in accordance with this Article 8. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated three (3) days after the date of mailing regardless of any earlier actual delivery.

Arbitration

8.2 Any controversy between CHCD and Ms. Rozanski involving the construction, application or any alleged breach of any of the terms, provisions, or conditions of this Agreement shall be resolved by binding arbitration before a single arbitrator. CHCD AND MS. ROZANSKI INDIVIDUALLY AND JOINTLY AGREE THE RIGHT OF TRIAL BY JURY SHALL NOT BE AVAILABLE TO EITHER PARTY UNDER THIS AGREEMENT. The serving of a demand for arbitration on the other Party shall not be deemed a notice of termination of the Agreement. Arbitration shall comply with and be governed by the provisions of Title 9 of the California Code of Civil Procedure sections 1280, et seq. Both sides shall be responsible for her/its own attorneys' fees and costs. The Parties shall share equally in the fees of the arbitrator and the costs of the arbitration hearing. The arbitration shall be held in Camarillo, California with any judicial proceedings brought in Ventura County Superior Court.

Entire Agreement

8.3 This Agreement supersedes any and all other agreements and addendums, either oral or in writing, between the Parties hereto with respect to the retention of Ms. Rozanski by CHCD and contains all of the covenants and agreements between the Parties with respect to that retention. Each Party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party.

Modifications

8.4 Any modification of this Agreement will be effective only if it is in writing and signed by the Party to be charged. If at the conclusion of the stated term or any extended term(s) of the Agreement, neither Party gives notice of its intent to terminate, renew or extend the Agreement, then the Agreement shall be automatically extended month-to-month on the then existing terms and conditions.

Law Governing Agreement

8.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Agreement shall not be construed against either party to this Agreement.

Dated: May 22 2012

CAMARILLO HEALTH CARE DISTRICT

By: Peggy O'Neill
Ms. Peggy O'Neill
Chair of the Board of Directors

Dated: May 22 2012

Jane Rozanski
Ms. Jane Rozanski, an Individual

EXHIBIT B

COPY

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4 Ventura, California 93004
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8 Attorneys for Plaintiff Camarillo Health Care
9 District

VENTURA
SUPERIOR COURT
FILED
OCT - 7 2016
MICHAEL D. PLANET
Executive Officer and Clerk
BY: JERRY S. RICARDEZ Deputy

10
11
12 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

13 COUNTY OF VENTURA

14 CAMARILLO HEALTH CARE
15 DISTRICT, a California Special District,

16 Plaintiff,

17 v.

18 JANE ROZANSKI, an individual, and
19 DOES 1 through 10, inclusive,

20 Defendant.

Case No. 56-2016-00487601-CU-MC-VTA

COMPLAINT FOR:

- 1. BREACH OF CONTRACT
- 2. BREACH OF FIDUCIARY DUTY
- 3. CONSTRUCTIVE FRAUD
- 4. NEGLIGENCE
- 5. FRAUD & DECEIT

21 Plaintiff Camarillo Health Care District ("the District") alleges the following Complaint
22 against defendant Jane Rozanski ("Rozanski") and Does 1 through 10, inclusive:

23 NATURE OF THIS PROCEEDING

24 1. The District is a public agency which offers community-based, healthcare services.
25 Rozanski is the District's former Chief Executive Officer. Acting as the District's CEO, Rozanski
26 retained attorney Ralph Ferguson ("Ferguson") to act as the District's outside legal counsel.
27 Unbeknownst to the District, Rozanski and Ferguson were secretly involved in a romantic
28 relationship with each other. Over the course of approximately three and one-half years, Rozanski

1 and Ferguson carried out a scheme to cause the District to pay Ferguson's false, inflated, and
2 unnecessary legal bills, and thereby bilk the District out of hundreds of thousands of taxpayer
3 dollars

4 2. The District recently obtained a fee arbitration award against Ferguson, which has
5 since been confirmed by the Ventura County Superior Court. Because she was complicit in the
6 scheme, the District brings this action to recover against Rozanski for breach of contract, breach of
7 fiduciary duty, constructive fraud, negligence, and fraud and deceit.

8 3. The true names and capacities, whether individual, corporate, associate, or
9 otherwise, of the defendants named herein as Does 1 through 10, inclusive, are unknown to the
10 District, who therefore sues said defendants by such fictitious names pursuant to Code of Civil
11 Procedure section 474. The District will amend this complaint to show their true names and
12 capacities when the same have been ascertained. The District is informed and believes, and based
13 upon such information and belief, allege that all defendants sued herein as Does 1 through 10,
14 inclusive, are in some manner responsible for the acts herein alleged. The District is informed and
15 believes that Does 1 through 10 conspired with Rozanski to defraud the District as set forth below.

16 4. Venue is appropriate under California Code of Civil Procedure section 395 as
17 Rozanski is a resident of Ventura County.

18 **FACTUAL ALLEGATIONS**

19 5. The District is a public agency organized under the Health Care District Law, with a
20 business address in Camarillo, Ventura County, California. The District was formed in 1969 in
21 order to provide health, safety, and wellness programs to Camarillo and its surrounding areas. The
22 District, for example, provides nutrition programs, exercise classes, transportation, and day care
23 services to the public.

24 6. Rozanski is an individual who resides in Camarillo, Ventura County, California.

25 7. Rozanski was hired by the District as CEO in January 1993. Rozanski served as
26 CEO of the District pursuant to seriatim employment agreements. Rozanski and the District
27 entered into the last employment agreement on or about May 22, 2012, entitled "Chief Executive
28 Officer Employment Agreement" ("Employment Agreement"). A true and accurate copy of the

1 last Employment Agreement is attached hereto as Exhibit A.

2 8. As CEO, Rozanski was responsible for overseeing the day-to-day administrative
3 and operational matters of the District, as well as reporting on matters of policy and overall
4 performance to the District's Board of Directors.

5 9. Article 2.1 of the Employment Agreement provides that "[i]n fulfilling the duties of
6 the Chief Executive Officer, Ms. Rozanski shall be subject to the policies regarding this position in
7 the District Bylaws." (Exhibit A, Art. 2.1) The District By-Laws, in turn, provide that the Chief
8 Executive Officer is responsible for "[s]upervising business affairs *to ensure that funds are*
9 *collected and expended to the best possible advantage.*" (See Camarillo Health Care District By-
10 Laws, Article VII, Section 2(e), attached hereto as Exhibit B (emphasis added).

11 10. In 2011, Rozanski engaged Ferguson to provide legal services to the District.
12 Rozanski unilaterally made the decision to hire Ferguson, and there was no fee agreement or other
13 document which memorialized the scope or other terms of his legal representation. Ferguson had
14 previously served as the CEO of the Association of California Healthcare Districts ("ACHD")
15 from approximately 2001 to 2011. Ferguson was terminated by ACHD under questionable
16 circumstances.

17 11. At the time Rozanski hired Ferguson on behalf of the District, she had been engaged
18 in a secret romantic relationship with him since at least 2007. Neither Rozanski nor Ferguson
19 disclosed this relationship to the District's Board of Directors or to anybody else at the District at
20 or before the time the District engaged Ferguson. Rozanski actively concealed her relationship
21 with Ferguson from the District while she was employed as CEO.

22 12. Ferguson initially provided legislative services to the District, even though such
23 services were already provided by ACHD on behalf of all California Healthcare Districts.
24 Ferguson's role with the District expanded over time. He eventually became the District's general
25 counsel even though such a role was never formally approved by the Board of Directors.
26 Ferguson, with Rozanski's encouragement and assistance, insinuated himself into the daily affairs
27 of the District. As a result, Ferguson was consulted on matters for which there was no need for
28 legal advice. Ferguson routinely spent considerable time on the phone with Rozanski and other

1 District employees, even though his input and assistance were unnecessary. The phone calls with
2 Ferguson were generally meandering and pointless. When provided specific tasks, Ferguson had
3 great difficulty accomplishing them in a timely and competent manner. Ferguson billed for
4 duplicative work, as well work not actually performed. In addition, Ferguson inflated his bills to
5 reflect time not actually spent by him providing services to the District.

6 13. Prior to hiring Ferguson, the District's legal fees were very modest; specifically, the
7 District incurred total legal fees for the previous fiscal years as follows:

8	2007-08	\$1,889
9	2008-09	\$1,724
10	2009-10	\$5,910
11	2010-11	\$19,922

12 During these prior years, the District's legal fees were driven largely by public records requests
13 and questions regarding specific issues, such as employment.

14 14. The District's legal fees dramatically spiked after Ferguson's retention. Between
15 2011 and January 2015 – when the District terminated Ferguson's services – the District paid
16 Ferguson over \$425,000 in legal fees. There was no apparent justification for such an abrupt and
17 dramatic increase in legal fees. For example, the District engaged in no litigation during these
18 years.

19 15. Rozanski maintained tight control over the review of Ferguson's bills. She
20 personally reviewed and approved the bills. Ferguson typically received payment on his invoices
21 within a matter of days from receipt by the District of his invoice. Rozanski approved each invoice
22 and instructed her assistant to pay them immediately. In one instance, after her assistant raised a
23 question regarding Ferguson's invoice, Rozanski called the assistant into her office and ordered her
24 to speak with Ferguson on the phone. Ferguson told the assistant that the amount of his fees was
25 typical and that she was not to question them again. Rozanski never challenged or questioned
26 Ferguson's bills. The District paid Ferguson 100% of the fees he invoiced. Ferguson's bills were
27 not reviewed or approved by the Board of Directors or any other officer of the District.

28 16. Rozanski also disguised the amount of Ferguson's bills on the District's annual

1 budget. Instead of including all of Ferguson's fees as a single budget item, Rozanski organized the
2 budget so that Ferguson's fees were allocated to specific projects or departments. In addition, the
3 payments to Ferguson were identified as "professional services" rather than legal fees.

4 17. At the District's December 2014 Board of Directors meeting, while discussing the
5 budget for the recently-completed remodeling of the District's Adult Day Care Center, certain
6 members of the Board asked for the amount of attorneys' fees incurred in connection with the
7 project. The Board was advised that the fees paid to Ferguson in connection with the project
8 amounted to over \$120,000, despite the fact that the total cost for the remodeling project –
9 including the fees – was approximately \$560,000. In other words, Ferguson's fees amounted to
10 almost one-quarter of the total budget of the project.

11 18. After several members of the Board expressed concern that the fees charged by
12 Ferguson for the project were excessive, the Board voted to inquire further into Ferguson's fees.
13 Ferguson refused to cooperate with the Board's inquiry, claiming he was unable to participate due
14 to alleged life-threatening health issues and an unwillingness to be "slandered at the end of [his]
15 life."

16 19. A review of Ferguson's invoices for the remodeling project revealed the fees were
17 unnecessary and excessive. For example, of the hundreds of hours Ferguson purportedly devoted
18 to the remodeling project, the District learned that Ferguson effectively inserted himself as a quasi-
19 project manager, even though the District had engaged an outside construction management firm to
20 handle the project. To facilitate this, Rozanski instructed the actual project manager to copy
21 Ferguson on every communication regarding the project. Ferguson also billed for a significant
22 amount of time spent on the telephone with Rozanski and others involved simply discussing
23 various, non-legal aspects of the project. Ferguson also turned a relatively simple project into
24 something more grandiose. For example, he recommended requiring the project bidders to submit
25 answers to a prequalification questionnaire, which was neither required nor customary for a project
26 of such modest scope. Ferguson also purported to spend numerous hours reviewing boilerplate
27 contracts for small matters on the project.

28 20. The District hired outside counsel to pursue a claim for refund of fees paid to

1 Ferguson on the remodeling project. At the same time, the District terminated Ferguson's services.
2 Rozanski opposed the Board's decision. Unbeknownst to the Board, Rozanski and Ferguson were
3 in constant contact about how to stop the District from pursuing a claim against Ferguson. Among
4 other things, Ferguson drafted a letter for Rozanski to send to the District's outside counsel
5 terminating his services.

6 21. When it came to the Board's attention that Rozanski had purportedly terminated the
7 District's outside counsel without Board approval, Rozanski chose to step down as Chief Executive
8 Officer of the District. Rozanski resigned from the District in June 2015. At no time prior to her
9 departure did Rozanski or Ferguson ever disclose that they were engaged in a romantic
10 relationship.

11 22. Following her resignation, the District learned, for the first time, of Rozanski's
12 romantic involvement with Ferguson, as voicemails on Rozanski's District-issued cell phone
13 revealed the romantic nature of their relationship, as well as their close collaboration in response to
14 the Board's inquiry into Ferguson's fees.

15 **FIRST CAUSE OF ACTION**
16 **Breach of Contract Against Defendant Rozanski**

17 23. Plaintiff realleges and incorporates the allegations of Paragraphs 1 to 22 as though
18 fully set forth herein.

19 24. Article 2.1 of the Employment Agreement provided that "[i]n fulfilling the duties of
20 the Chief Executive Officer, Ms. Rozanski shall be subject to the policies regarding this position in
21 the District Bylaws." (Exhibit A, Art. 2.1)

22 25. The District By-Laws provided that the Chief Executive Officer is responsible for
23 "[s]upervising business affairs to ensure that funds are collected and expended to the best possible
24 advantage." (See Exhibit B, Article VII, Section 2(e).

25 26. Rozanski breached her contractual obligation to ensure that District funds were
26 expended to the best possible advantage by conspiring with Ferguson in the manufacture of
27 unnecessary and inflated bills, approving and directing the District's payment of legal bills which
28 she knew were false and grossly inflated, and obscuring the amounts paid to Ferguson in the

1 District's budget.

2 27. As a direct and proximate result of Rozanski's breach, the District suffered damages
3 in the amount of at least \$425,000.

4 **SECOND CAUSE OF ACTION**
5 **Breach of Fiduciary Duty Against All Defendants**

6 28. Plaintiff realleges and incorporates the allegations of Paragraphs 1 to 27 as though
7 fully set forth herein.

8 29. As its chief executive officer, Rozanski was the District's fiduciary.

9 30. As such, Rozanski owed fiduciary duties of good faith, care and loyalty to the
10 District.

11 31. Rozanski breached said fiduciary duties by, among other things, 1) maintaining a
12 secret romantic relationship with Ferguson; 2) maintaining divided loyalties which caused her to
13 fail to properly assess the propriety of Ferguson's legal bills; 3) assisting Ferguson in the
14 manufacture of unnecessary and inflated bills; 4) approving and directing the District's payment of
15 legal bills which she knew, or should have known were false and grossly inflated; and 5) obscuring
16 the amounts paid to Ferguson in the District's budget. Does 1 through 10 conspired with Rozanski
17 to breach her fiduciary duties to the District.

18 32. As a direct and proximate result of Rozanski's breach of fiduciary duties, the
19 District suffered damages in the amount of at least \$425,000.

20 33. In addition, Rozanski and Does 1 through 10 acted with reckless, willful, or callous
21 disregard of the District's rights and with malice, fraud, and oppression, thereby justifying an
22 award of punitive damages against Rozanski and Does 1 through 10 in an amount to be proven at
23 trial.

24 **THIRD CAUSE OF ACTION**
25 **Constructive Fraud Against All Defendants**

26 34. Plaintiff realleges and incorporates the allegations of Paragraphs 1 to 33 as though
27 fully set forth herein.

28 35. "Constructive fraud is a unique species of fraud applicable only to a fiduciary or
confidential relationship." *Salahutdin v. Valley of California, Inc.* (1994) 24 Cal.App.4th 555,

1 561-562.

2 36. “[C]onstructive fraud comprises any act, omission or concealment involving a
3 breach of legal or equitable duty, trust or confidence which results in damage to another *even*
4 *though the conduct is not otherwise fraudulent*. Most acts by an agent in breach of his fiduciary
5 duties constitute constructive fraud. The failure of the fiduciary to disclose a material fact to his
6 principal which might affect the fiduciary’s motives or the principal’s decision, which is known (or
7 should be known) to the fiduciary, may constitute constructive fraud.” (*Id.*) (emphasis in original)

8 37. As its chief executive officer, Rozanski was the District’s fiduciary.

9 38. Rozanski knew, or should have known, that Ferguson’s legal bills were false and
10 grossly inflated.

11 39. Rozanski engaged in constructive fraud by failing to disclose a secret romantic
12 relationship with Ferguson which compromised her duty of loyalty to the District, and which
13 resulted in the District’s payment of legal bills which were false and grossly inflated.

14 40. Had Rozanski informed the District of said romantic relationship, the District would
15 have terminated Ferguson’s representation, or at the very least, taken steps to have his legal bills
16 independently reviewed.

17 41. Rozanski also engaged in constructive fraud by obscuring the amounts paid to
18 Ferguson in the District’s budget. Does 1 through 10 conspired with Rozanski to commit such
19 constructive fraud.

20 42. As a direct and proximate result the unlawful conduct of Rozanski and Does 1
21 through 10, the District suffered damages in the amount of at least \$425,000.

22 43. In addition, Rozanski and Does 1 through 10 acted with reckless, willful, or callous
23 disregard of the District’s rights and with malice, fraud, and oppression, thereby justifying an
24 award of punitive damages against Rozanski and Does 1 through 10 in an amount to be proven at
25 trial.

26 **FOURTH CAUSE OF ACTION**
27 **Fraud & Deceit Against All Defendants**

28 44. Plaintiff realleges and incorporates the allegations of Paragraphs 1 to 43 as though

1 fully set forth herein.

2 45. Rozanski concealed or suppressed the fact that she was in a romantic relationship
3 with Ferguson.

4 46. Rozanski knew that Ferguson's legal bills were false and grossly inflated.

5 47. Rozanski further concealed and suppressed the fact that her secret romantic
6 relationship caused her to approve Ferguson's false and grossly inflated legal bills, and to further
7 direct the District's payment of said bills.

8 48. Rozanski also concealed the amounts of fees paid to Ferguson in the District's
9 budget.

10 49. Rozanski intentionally concealed or suppressed the aforesaid facts with the intent to
11 defraud the District.

12 50. In addition, these concealed and suppressed facts were material facts which
13 Rozanski was under a duty to disclose to the District.

14 51. Does 1 through 10 conspired with Rozanski to defraud the District.

15 52. As a direct and proximate result of the unlawful conduct of Rozanski and Does 1
16 through 10, the District suffered damages in the amount of at least \$425,000.

17 53. In addition, Rozanski and Does 1 through 10 acted with reckless, willful, or callous
18 disregard of the District's rights and with malice, fraud, and oppression, thereby justifying an
19 award of punitive damages against Rozanski in an amount to be proven at trial.

20 **DEMAND FOR RELIEF**

21 WHEREFORE Plaintiff Camarillo Health Care District, demands an award against
22 Respondent, Jane Rozanski and Does 1 through 10, as follows:

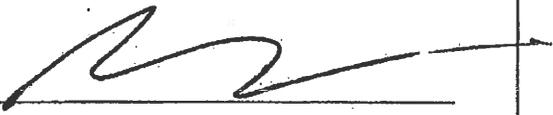
- 23 1. As to all Causes of Action herein, for damages in an amount to be proven at or
24 before trial in an amount in excess of \$425,000, with interest thereon at the legal rate;
- 25 2. For prejudgment interest;
- 26 3. For punitive damages in an amount to be proven at trial;
- 27 4. For attorney's fees incurred herein;
- 28 5. For costs of suit incurred herein; and

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6. For such other relief as the Court may deem just and proper.

Date: 10-7-2016

FERGUSON CASE ORR PATERSON LLP

By: 

MICHAEL A. VELTHOEN
Attorneys for Plaintiff Camarillo Health
Care District

FERGUSON CASE ORR PATERSON LLP
1090 South Kimball Road
Ventura, California 93004
2901 Tommings Road, Suite 215
Westlake Village, California 91361

EXHIBIT “A”

CAMARILLO HEALTH CARE DISTRICT

CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

The Camarillo Health Care District ("CHCD" or the "District"), a California Health Care District operating under Health & Safety Code section 32000, et seq., with offices located at 3639 Las Posas Rd, Suite E117, Camarillo, CA 93010, through its Board of Directors, and Ms. Jane Rozanski (herein "Ms. Rozanski" or "Chief Executive Officer"), an individual, who currently serves as Chief Executive Officer of CHCD, (jointly referred to herein as the "Parties") mutually desire to enter into this Chief Executive Officer Employment Agreement (herein the "Agreement"), and in consideration of the mutual covenants, representations and promises made herein, agree as follows:

ARTICLE 1. Term of Agreement

Three Year Term

1.1 The Camarillo Health Care District agrees to retain and employ Ms. Rozanski to serve as Chief Executive Officer and Ms. Rozanski agrees to provide her services as Chief Executive Officer to the District, as specified herein and otherwise as according to California law and the District Bylaws, for a term of three (3) years beginning on March 1, 2012 and ending on February 28, 2015, regardless of when the Agreement is later executed by the Parties. The Agreement shall govern the rights and obligations of the Parties during the stated term or any extended term(s) of the Agreement as set forth herein.

Renewal or Extension of Agreement

1.2 The Parties may agree to renew or extend this Agreement beyond the stated term for an additional term of from one (1) year to three (3) years upon the Parties agreeing on the terms and conditions of such renewal or extension. If either Party decides not to renew or extend the Agreement at the conclusion of the stated term or any extended term, then that Party shall give notice to the other Party at least sixty (60) days prior to conclusion of the term or any extended term of its/her intention not to renew or extend the Agreement. If neither Party provides notice of its/her intention not to renew or extend the Agreement, and no new Agreement or extension has been negotiated, then the current Agreement shall automatically be extended on its existing terms and conditions from month-to-month.

Employment as the Chief Executive Officer

1.3 Ms. Rozanski shall at all times perform her duties as Chief Executive Officer in the legal capacity of an employee of CHCD reporting on day-to-day administrative and operational matters to the CHCD Executive Committee and on matters of policy and overall performance to the CHCD Board of Directors.

ARTICLE 2. Duties and Obligations of Chief Executive Officer

General Duties

2.1 Ms. Rozanski shall serve in the employed position of Chief Executive Officer of CHCD. This position shall include the title, duties and capacities of the Chief Executive Officer of CHCD wherever and whenever that designation is used in the CHCD Bylaws, official documents, correspondence or elsewhere. In her capacity as Chief Executive Officer of CHCD, Ms. Rozanski shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of CHCD, including the hiring, compensation, supervision and termination of all employees, contractors and others providing services to CHCD. In fulfilling the duties of the Chief Executive Officer, Ms. Rozanski shall be subject at all times to the policies regarding this position in the District Bylaws, and to the consent of the Board of Directors when required by the terms of this Agreement.

Time Commitment to Chief Executive Officer Positions

2.2 (a) Ms. Rozanski shall devote such time, skill and attention as is reasonably necessary to successfully carry out the duties and responsibilities of the Chief Executive Officer of CHCD. The Parties understand and agree that Ms. Rozanski will devote a significant majority of her productive time during the term of this Agreement to the duties, activities and responsibilities of the Chief Executive Officer of CHCD. The Parties recognize and agree that within the activities of the Chief Executive Officer are business obligations to serve as a member of various committees and boards of entities that support and advance the mission and activities of the District. It is expressly understood by the Parties that the time commitment of Ms. Rozanski under this Agreement does not preclude her performing professional work from time-to-time as an external consultant or presenter for organizations that are not in direct competition with the District.

ARTICLE 3. Relationship of the Parties

Uniqueness of Chief Executive Officer's Services

3.1 CHCD and Ms. Rozanski acknowledge and agree that the services to be performed under the terms of this Agreement are of a highly skilled executive and intellectual character that give those services a special value to the District. The Parties further acknowledge and agree that the unplanned loss of the services of a chief executive officer without adequate notice to CHCD cannot be reasonably or adequately compensated in damages. Except in situations involving a personal health or family emergency, Ms. Rozanski agrees to provide a minimum of sixty (60) days notice of her intention to permanently resign from her position.

Confidential Information

3.2 (a) The Parties acknowledge and agree that during the term of this Agreement and in the course of the performance of her duties hereunder, Ms. Rozanski will have access to and become acquainted with financial, personnel, technical and other information regarding programs, methods, plans and processes that are the property of CHCD, which are actually or potentially used in the operation of CHCD or obtained from third parties under an agreement of confidentiality, and that such information legally constitutes confidential information.

(b) Ms. Rozanski specifically agrees that she will not misuse, misappropriate, or wrongfully disclose confidential information to any unauthorized person, or to use confidential information in any way during the term of this Agreement except as required in the course of appropriately performing as the Chief Executive Officer of CHCD as set forth in this Agreement.

ARTICLE 4. Obligations of CHCD

General Description

4.1 As the District's responsibility pursuant to the Agreement, CHCD shall provide Ms. Rozanski with the compensation, incentives, benefits and business expense reimbursement as specified in this Agreement or otherwise as provided by District policies or California law. CHCD shall provide Ms. Rozanski with payment or reimbursement for the dues of professional organizations, full payment or reimbursement for all reasonable business and travel expenses (not including driving her own automobile on local business travel); including expenses incurred in connection with attendance at community, professional or industry meetings.

Office and Staff

4.2 As the District's responsibility pursuant to the Agreement, CHCD shall provide Ms. Rozanski with office space, computer equipment, business communication devices and necessary administrative support suitable to Ms. Rozanski's position and adequate for the effective performance of her duties.

Indemnification of Losses of Chief Executive Officer

4.3 In accord with and as required by California law, CHCD shall indemnify Ms. Rozanski for all necessary expenditures or losses, including the cost of legal defense, incurred by Ms. Rozanski in direct consequence of the discharge of her duties on CHCD's behalf.

ARTICLE 5. Compensation of Chief Executive Officer By CHCD

Annual Compensation and Benefits

5.1 (a) As payment for the services as Chief Executive Officer of CHCD to be performed during each year of the three (3) year term of this Agreement, Ms. Rozanski shall receive annual compensation and benefits as follows:

(i) Beginning March 1, 2012 through February 28, 2013 - a minimum annual base salary in the amount of \$185,400 (which amount now includes the \$700 monthly car allowance paid separately under the prior Agreement), payable bi-weekly during the term of the Agreement.

(ii) Beginning March 1, 2013 through February 28, 2014 - a minimum annual base salary in the amount of \$185,400, plus a cost-of-living (COLA) increase as approved by the Board of Directors, payable bi-weekly during the term of the Agreement.

(iii) Beginning March 1, 2014 through February 28, 2015 - the minimum annual base salary as determined in section 5.1 (a) (ii) above, plus a cost-of-living (COLA) increase as approved by the Board of Directors, payable bi-weekly during the term of the Agreement.

The cost-of-living computation included in this section 5.1 shall not result in any decrease in the amount of compensation payable to the Chief Executive Officer under this Agreement.

(b) Annual deferred compensation of twelve percent (12%) of each year's base salary to be paid monthly.

(c) Reimbursement for medically related out-of-pocket expenses up to a maximum amount of \$9,480 annually. Medical reimbursement will be determined on a calendar year basis.

5.2 (a) As part of her total compensation under this Agreement, Ms. Rozanski shall be entitled to the following:

(i) Thirty (30) paid vacation days annually, which if not used within the calendar year can be accrued up to a maximum of sixty (60) days. At the request of Ms. Rozanski, unused or accrued vacation days can be paid and received as a single sum at the end of a calendar year, at the termination of this Agreement or the end of her employment.

(ii) Eight (8) paid administrative days or health related days annually (including days away from work due to accident, illness or medical treatment). Unused days under this Section 5.2 (a) (ii) cannot be accrued from year to year.

(b) The change in the annual compensation of the Chief Executive Officer during the term of this Agreement as provided in Article 5.1 (a) (ii) and (a) (iii) shall be set specifically forth in a written Resolution of the Board of Directors. The Resolution(s) shall be made an attachment to this Agreement.

ARTICLE 6. BUSINESS EXPENSES

Use of Credit Card In the Business of CHCD

6.1 (a) All business expenses reasonably incurred by Ms. Rozanski in conducting and promoting the business of CHCD, including expenditures for airfare, lodging, meals and entertainment, shall generally be arranged in advance and, insofar as possible, by or directly by the District or by a credit card in the name of CHCD which has been furnished to Ms. Rozanski.

(b) Ms. Rozanski shall furnish to CHCD upon request adequate records and other documentary evidence required by federal and state statutes and regulations for the substantiation of business expenditures as an income tax deduction.

ARTICLE 7. Termination of Agreement

Termination of Agreement

7.1 (a) The CHCD Board of Directors at a noticed Special Meeting, upon the recommendation of the Executive Committee and a vote of four-fifths (4/5) of the Directors in support of such recommendation, may terminate this Agreement on behalf of CHCD at any time after five (5) days written notice to Ms. Rozanski. Prior to a vote by the Board of Directors under this Section 8.1, Ms. Rozanski shall be entitled to present such information and/or documentation to the Board of Directors as the Board deems relevant to the issues involved in the recommended termination. The Chief Executive Officer may choose to have her response to the issues and the recommended termination heard and considered in either a public or closed session.

(b) The decision of the Board of Directors of CHCD to terminate this Agreement under this Section 8.1 is without prejudice to any other remedy to which CHCD may be entitled either at law, in equity, or otherwise under this Agreement.

7.2 (a) This Agreement shall be terminated upon the death of Ms. Rozanski, or the inability of Ms. Rozanski to perform a substantial portion of her duties for a period longer than six (6) months as reasonably determined by the Board of Directors, or the dissolution of CHCD.

Payment on Early Termination or Non-Renewal

7.3 (a) If CHCD terminates this Agreement under this Article 7, for reasons other than material dishonesty, abandonment of duties unrelated to serious illness, or arrest for a crime related to her role as Chief Executive Officer, CHCD shall continue to pay Ms. Rozanski for nine (9) additional months of her then current base salary pursuant to Section 5 (a) as calculated on the last day of her employment.

(b) If CHCD decides not to renew or extend the Agreement at the conclusion of the stated term or any extended term, CHCD shall continue to pay Ms. Rozanski for four (4) additional months of her then current base salary pursuant to Section 5 (a) (iii).

ARTICLE 8. General Provisions

Notices

8.1 Any notices to be given hereunder by either Party shall be in writing and may be transmitted by personal delivery, or by overnight mail or Federal Express. Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, but such Party may change that address by written notice in accordance with this Article 8. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated three (3) days after the date of mailing regardless of any earlier actual delivery.

Arbitration

8.2 Any controversy between CHCD and Ms. Rozanski involving the construction, application or any alleged breach of any of the terms, provisions, or conditions of this Agreement shall be resolved by binding arbitration before a single arbitrator. CHCD AND MS. ROZANSKI INDIVIDUALLY AND JOINTLY AGREE THE RIGHT OF TRIAL BY JURY SHALL NOT BE AVAILABLE TO EITHER PARTY UNDER THIS AGREEMENT. The serving of a demand for arbitration on the other Party shall not be deemed a notice of termination of the Agreement. Arbitration shall comply with and be governed by the provisions of Title 9 of the California Code of Civil Procedure sections 1280, et seq. Both sides shall be responsible for her/its own attorneys' fees and costs. The Parties shall share equally in the fees of the arbitrator and the costs of the arbitration hearing. The arbitration shall be held in Camarillo, California with any judicial proceedings brought in Ventura County Superior Court.

Entire Agreement

8.3 This Agreement supersedes any and all other agreements and addendums, either oral or in writing, between the Parties hereto with respect to the retention of Ms. Rozanski by CHCD and contains all of the covenants and agreements between the Parties with respect to that retention. Each Party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party.

Modifications

8.4 Any modification of this Agreement will be effective only if it is in writing and signed by the Party to be charged. If at the conclusion of the stated term or any extended term(s) of the Agreement, neither Party gives notice of its intent to terminate, renew or extend the Agreement, then the Agreement shall be automatically extended month-to-month on the then existing terms and conditions.

Law Governing Agreement

8.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Agreement shall not be construed against either party to this Agreement.

Dated: May 22 2012

CAMARILLO HEALTH CARE DISTRICT

By: 
Ms. Peggy O'Neill
Chair of the Board of Directors

Dated: May 22 2012

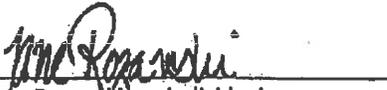
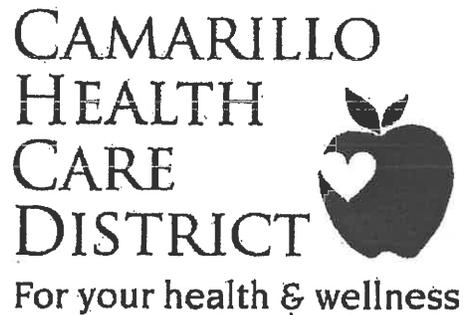

Ms. Jane Rozanski, an Individual

EXHIBIT "B"

CAMARILLO HEALTH CARE DISTRICT

DISTRICT BY-LAWS



Adopted and Approved, October 1984
Amended, March, 1990
Amended, October, 1990
Amended, June, 1991
Amended, December, 1991
Amended, December, 1992
Amended, February 27, 1996
Amended, March 24, 1998
Amended, April 27, 1999
Amended, August 22, 2000
Reviewed, July 24, 2001
Reviewed, June 24, 2003
Reviewed, January 27, 2004
Revised, June 22, 2004
Amended, June 28, 2005
Reviewed, August 22, 2006
Reviewed, August 22, 2007
Amended, July 22, 2008
Reviewed, September 15, 2009
Amended, January 26, 2010
Reviewed, June 12, 2012
Reviewed, May 28, 2013
Reviewed Amended, August 13, 2013
Reviewed, May 27, 2014
Reviewed/Amended, January 27, 2015
Reviewed/Amended October 27, 2015

Camarillo Health Care District
3639 E. Las Posas Road, Camarillo
CA 93010

**CAMARILLO HEALTH CARE DISTRICT BY-LAWS
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MISSION

**THE CAMARILLO HEALTH CARE DISTRICT
ENSURES THAT QUALITY HEALTH AND
WELLNESS SERVICES ARE AVAILABLE TO ALL DISTRICT RESIDENTS.**

CAMARILLO HEALTH CARE DISTRICT BY-LAWS

PREAMBLE

SECTION 1. NAME

The name of this organization shall be the Camarillo Health Care District (hereinafter "the District"), organized as the Pleasant Valley Hospital District in November 1969, pursuant to the terms of the Local Health Care District Law of the State of California (Statutes 1945, Chapter 932; Health and Safety Code, Division 23, Sections 32000-32492, of the State of California), to promote the public health and general welfare. This organization shall be fully empowered to receive and administer funds for the attainment of these objectives, in accordance with the purposes and powers set forth in the Local Health Care District Law of the State of California.

ARTICLE I

OFFICES

SECTION 1. OFFICES

The principal office for the transaction of business of the District is hereby fixed at 3639 East Las Posas Road, Suite 117, Camarillo, Ventura County, California 93010. Branch offices may at any time be established by the Board of Directors at any place or places within the geographical boundaries of the District, when necessary to conduct the business of the District.

SECTION 2. TITLE TO PROPERTY

The title to all property of the District shall be vested in the District, and the signatures of the President and Clerk of the Board, or other person specifically authorized at any meeting of the Directors, shall constitute the proper authority for the purchase or sale of property, or for the investment or other disposal of trust funds which are subject to the control of the District.

ARTICLE II

PURPOSES AND SCOPE

SECTION 1. SCOPE OF BY-LAWS

These By-laws shall be known as the "District By-laws" and shall govern the District, its Board of Directors, and any affiliated and subordinate organizations, groups, or legislative bodies.

The Board of Directors may in accordance with law delegate certain powers to affiliated and subordinate organizations, groups or legislative bodies, such powers to be exercised in accordance with the respective by-laws of such entities. The by-laws of such subordinate organizations, groups or legislative bodies shall not conflict with these District By-laws or any statute of the State of California. All powers and functions not expressly delegated to such entities are to be considered residual powers vested in the Board of Directors of this District.

In the event the District By-laws are in conflict with any statute of the State of California governing this District, such statute shall prevail.

SECTION 2. PURPOSES

The purposes of this District shall include, but not necessarily be limited to the following:

- (a) To ensure for the provision of quality health and wellness related services to meet the needs of District residents, in accordance with the Mission Statement contained at the beginning of these District By-laws and regardless of race, religion, national origin, disability and gender.
- (b) To exercise those powers and duties granted to local health care districts by the State of California Health & Safety Code Sections 32000-32492, and other applicable provisions of law, which include:
 - (1) To establish, maintain and operate, or provide assistance in the operation of, free clinics, diagnostic and testing centers, health education programs, wellness and preventive programs, and rehabilitation, necessary for the maintenance of good physical and mental health in the communities served by the District;
 - (2) To carry out activities through one or more corporations, joint ventures, or partnerships for the benefit of the health care district;

- (3) To establish, maintain and operate, or provide assistance in the operation of, one or more health facilities or health services including, but not limited to, outpatient programs, services and facilities, retirement programs, services and facilities, chemical dependency programs, services and facilities, or health care programs, services and facilities, and activities at any location within or outside of the District for the benefit of the District and the people served by the District; and
- (4) To exercise those powers and duties of a local health care district pursuant to the Local Health Care District Law.

SECTION 3. DISPOSITION OF SURPLUS

Should the operation of the District result in a surplus of revenue over expenses during any particular period, the use of such surplus shall be determined by the Board of Directors for a public purpose consistent with Local Health Care District Law, other State laws, and these District By-laws.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER, QUALIFICATIONS, AND TERMS OF OFFICE

The Board shall consist of five (5) Directors, each of whom shall be a registered voter residing in the District, and who shall comply with Section 32110 of the Health and Safety Code. Each Director shall serve a term of four (4) years pursuant to the appropriate section of the Local Health Care District Law and the Elections Code of the State of California and otherwise comply with all requirements set forth by the Local Health Care District Law.

SECTION 2. POWERS AND DUTIES

The Board of Directors shall have and exercise all the powers of the District, as set forth in Chapter 2, Article 2, of the Local Health Care District Law, and other provisions of State law, including, but not limited to the following:

- (a) To attend all regular Board meetings, as well as special meetings as required.
- (b) To participate on committee(s), as assigned.

- (c) To employ a Chief Executive Officer (CEO), and to define the powers and duties of said CEO.
- (d) To adopt resolutions establishing policies or rules for the operation of the District and any of its facilities. Such resolutions shall be kept in a separate book or file and shall be available for inspection at all times.
- (e) Ensure that Board policy is carried out by the CEO.
- (f) To carry out the provisions of the District By-laws and the Local Health Care District Law.

SECTION 3. COMPENSATION

The members of the Board of Directors may receive one hundred dollars (\$100) per District meeting attended, not to exceed five (5) meetings per month, defined as regular Board meetings, special Board meetings, and Board standing committee meetings. Each member of the Board of Directors shall be allowed his or her travel and incidental expenses incurred in the performance of official business of the District, as approved by the Board.

Members of the Board of Directors shall be reimbursed for all legitimate expenses incurred in attending any meetings, or in making any trips on official business of the Board, when so authorized. This shall include, but not be limited to, seminars, meetings, meals and traveling expenses associated with official District business. Reimbursement for the cost of the use of a Director's vehicle shall be on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of the vehicle usage.

Members of the Board of Directors shall receive the current meeting stipend for attendance/representation at the regular meetings of the Ventura County Special District Association and the Dos Caminos Plaza Association, in keeping with the District's fiduciary responsibility regarding legislative advocacy and plant/facilities management. This meeting stipend counts toward the maximum of five meetings per month.

ARTICLE IV

MEETINGS OF DIRECTORS

SECTION 1. REGULAR BOARD MEETINGS

A minimum of ten (10) regular Board meetings per year shall be held at a time and place to be fixed by resolution. The Board may, from time to time, by resolution, change the time and place of such meetings.

SECTION 2. SPECIAL BOARD MEETINGS

Special Board meetings may be called by the President or three (3) Directors, and notice of the holding of such meetings shall be received by each member of the Board of Directors at least twenty-four (24) hours before the meeting in the manner required by law.

SECTION 3. BOARD STANDING COMMITTEE MEETINGS

Standing Committees of the Board are established by the Board, and committee members shall be appointed by the President of the Board of Directors. Meetings are called on an as needed basis, by the Committee Chairperson, Chief Executive Officer, or a majority of the Committee. Each committee shall consist of at least two (2) Board members and other members, as deemed necessary. For more information on Committees, refer to Article VI, Committees, of these District By-laws.

SECTION 4. QUORUM

A majority of a legislative body (Board or Standing Committee) shall constitute a quorum for the transaction of any business of the District.

SECTION 5. ADJOURNMENT OF MEETINGS

The legislative body of the District may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the Clerk to the Board may declare the meeting adjourned to a stated time and place and he/she shall cause written notice of the adjournment to be given in the same manner as provided in Government Code Section 54956 for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of the adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special was held within 24 hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meeting by ordinance, resolution, by-law or other rule.

SECTION 6. PUBLIC MEETINGS

All meetings of the Board of Directors, whether regular, special, Standing Committee or

adjourned, shall be open to the public. However, the foregoing shall not be construed to prevent the Board from holding closed sessions to consider the appointment, employment, performance evaluation, discipline or dismissal of a public employee, or to hear complaints or charges brought against such officer or employee, to consult with legal counsel concerning litigation to which the District is, or may be, a party, or as otherwise authorized by law.

SECTION 7. ATTENDANCE AT MEETINGS

Notwithstanding any other provisions herein, the office of any Director shall become vacant if he or she ceases to discharge the duties of Director for a period of three (3) consecutive months, except when prevented by sickness or when absent from the state with the permission required by law. A Director's unexcused absence from three (3) consecutive regular meetings shall be prima facie evidence that the Director has abandoned his or her office.

SECTION 8. GOVERNING LAW

All meetings of the Board and any legislative bodies of the District shall be governed by the provisions of the Ralph M. Brown Act, Government Code Section 54950 et seq., and applicable provisions of the Local Health Care District Law.

ARTICLE V

OFFICERS

SECTION 1. OFFICERS

The officers of the Board of Directors shall be a President, Vice President, Clerk of the Board, and any other officer the Board may appoint.

SECTION 2. ELECTION OF OFFICERS

The officers of the Board of Directors may serve terms of one (1) year and may be elected for additional terms. Reorganization of the Board should take place at the last meeting of the calendar year.

SECTION 3. PRESIDENT

The President, or member of the Board acting as such:

- (a) Shall preside over all meetings of the Board of Directors.

- (b) Shall sign all contracts and conveyances and all other instruments which have been authorized by the Board of Directors, except where the Board has specifically authorized another person to sign such contracts, conveyances or other instruments.
- (c) Shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

SECTION 4. VICE PRESIDENT

If, at any time, the President shall be unable to act, the Vice President shall take the President's place and perform the President's duties. If the Vice President shall also be unable to act, the Board may appoint some other member of the Board to do so, and such person shall be vested with all the functions and duties of President until such time as the President or Vice President shall be able to assume such functions and duties.

SECTION 5. CLERK OF THE BOARD

Clerk of the Board shall keep, or cause to be kept, accurate and complete minutes of all meetings, and perform such other duties as ordinarily pertain to this office.

ARTICLE VI

COMMITTEES

SECTION 1. GENERAL PROVISIONS

Committees of the Board shall be as specified in Article VI, Section 2. Appointment of committee members shall be the responsibility of the President with the concurrence of the Board. Appointment of non-board members to committees shall be permitted at the discretion of the Board.

All non-board members appointed to committees shall serve thereon without voting rights unless otherwise provided herein. Committee activity shall only be advisory to the Board. No committee of the Board shall have the power or authority to commit the Board or the District in any manner. Committee members shall serve until replaced.

Notwithstanding any other provisions herein, if a committee member is absent from three (3) consecutive meetings of the committee, the President may declare that a vacancy exists on the committee. Each committee meeting shall have an agenda and shall submit minutes of its meetings to the Board. The President may appoint a chairperson to each committee. All committees shall meet at the call of their chairperson or the Chief Executive Officer, and shall comply with all applicable provisions of the Ralph M. Brown Act.

SECTION 2. STANDING COMMITTEES OF THE BOARD

Standing Committees of the Board shall be appointed, as set forth below, and such committees shall continue in existence until discharged by specific action by the Board of Directors. Standing Committees shall meet on an as needed basis and may be called by the Committee Chairperson, Chief Executive Officer, or a majority of the Committee. The Board President shall appoint and publicly announce the members of the Standing Committees for the ensuing year; this shall be done no later than at the Board's regular meeting in January.

- (a) Executive Committee, shall consist of the following two (2) members of the Board of Directors: the President, Vice President, or their designee.

The function of this committee is to review policies and procedures, serve as the personnel committee, and make recommendations to the Board of Directors.

- (b) Finance/Investment Committee, shall consist of two (2) members of the Board of Directors.

The function of this committee is to review the financial operations and policies of the District in an effort to maintain financial stability for the Camarillo Health Care District. The committee shall review any policy changes suggested by the Chief Executive Officer, who will develop with staff any deletions, amendments and/or changes in financial practices. The committee reviews and determines a course of action regarding investment decisions (per the District's Investment Policy).

SECTION 3. AD HOC COMMITTEES OF THE BOARD

The President, with the concurrence of the Board, may appoint Ad Hoc committees for the investigation, study and review of specific matters for reports and recommendations to the Board. Ad Hoc committees stand discharged upon completion of the assigned task.

ARTICLE VII

CHIEF EXECUTIVE OFFICER

SECTION 1. RESPONSIBILITIES OF CHIEF EXECUTIVE OFFICER

The Board shall select and appoint a Chief Executive Officer who shall be its representative in the management of the District. The Chief Executive Officer shall be given the authority and responsibility to operate the District in all its activities and departments, subject to policies as may be issued by the Board and applicable law. The Chief Executive Officer shall act as the duly authorized representative of the Board in all matters in which the Board has not formally designated some other person to so act.

SECTION 2. POWERS AND DUTIES

The authority and responsibility of the Chief Executive Officer shall include:

- (a) Carrying out all policies established by the Board and advising the Board with respect to formation of these policies;
- (b) Preparing an annual budget showing the expected revenue and expenditures;
- (c) Selecting, employing, managing and discharging employees and developing and maintaining personnel policies and practices for the District;
- (d) Maintaining physical properties in good and safe state of repair and operating condition.
- (e) Supervising business affairs to ensure that funds are collected and expended to the best possible advantage. The CEO shall have purchasing powers, for any unbudgeted items, not to exceed, in aggregate, 1% of the annual budget;
- (f) Attending all meetings of the Board and serving on committees thereof. In the absence of the Chief Executive Officer, a designated staff member will attend. The Chief Executive Officer (or his/her designee) shall be an ex-officio member of all committees of the Board;

- (g) Serving as the liaison and channel of communications with the Board;
- (h) Representing the District in its relationships with other health and community organizations;
- (i) Positioning the District to effectively and appropriately manage crisis situations, including closure of the District following any federal, state, county, municipal, local or District incident involving or including a natural disaster, facilities disaster, an information crisis, a human tragedy, a human resource issue, or days of mourning, celebration, and/or recognition; and
- (j) Performing other duties that may be necessary.

ARTICLE VIII

EX-OFFICIO

Persons serving under these District By-laws as ex-officio members of a committee shall not be counted in determining the existence of a quorum and shall have no voting privileges.

ARTICLE IX

INDEMNIFICATION OF OFFICERS, DIRECTORS AND EMPLOYEES

To the fullest extent permitted by law, the District shall indemnify and hold harmless its Directors, officers, and employees with respect to acts or omissions made by them in the course of their official duties or employment by the District against all expenses, judgments, fines, settlements and other amounts, including, but not limited to attorney's fees, actually and reasonably incurred in any proceeding to which such persons shall be parties or shall be threatened to be made parties. Notwithstanding the foregoing, and except as may otherwise be required by law, the District shall have no obligation to indemnify or hold harmless any officer, Director or employee of the District unless at the time of such claim there shall be in force a policy of insurance providing the District with reimbursement with respect to such claim.

ARTICLE X

AMENDMENT

The District By-laws may be amended, by resolution, at any regular meeting of the Board upon the affirmative vote of a majority of the full membership of the Board as defined by California law.

ARTICLE XI

SEAL

The Board shall have the power to adopt a formal seal and to alter it.

ADOPTED, SIGNED AND APPROVED this 27th day of October, 2015 at Camarillo, California.



Rod Brown
President, Board of Directors
Camarillo Health Care District

Attest



Mark Hiepler
Clerk of the Board, Board of Directors
Camarillo Health Care District

Dated: 10-27-2015

Original, October, 1984
Reviewed/Amended, August, 1987, Resolution 87-10
Reviewed/Amended, March, 1990
Reviewed/Amended, October, 1990, Resolution 90-9
Reviewed/Amended, June, 1991
Reviewed/Amended, December, 1991, Resolution 91-6
Reviewed/Amended, December, 1992
Reviewed/Amended, February 27, 1996, Resolution 96-2
Reviewed/Amended, March 24, 1998, Resolution 98-5
Reviewed/Amended, April 27, 1999, Resolution 99-3
Reviewed/Amended, August 22, 2000, Resolution 00-7
Reviewed, July 24, 2001
Reviewed, June 24, 2003
Reviewed/Amended, January 27, 2004
Revised, June 22, 2004
Reviewed/Amended, June 28, 2005, Resolution 05-02
Reviewed, August 22, 2006
Reviewed, August 28, 2007
Reviewed/Amended, July 22, 2008
Reviewed, September 15, 2009
Amended, January 26, 2010
Reviewed, June 12, 2012
Reviewed, May 28, 2013
Reviewed/Amended, August 13, 2013
Reviewed, May 27, 2014
Reviewed/Amended January 27, 2015
Reviewed/Amended, October 27, 2015

CERTIFICATE OF PRESIDENT OF
CAMARILLO HEALTH CARE DISTRICT

I, Rod Brown, do certify as follows:

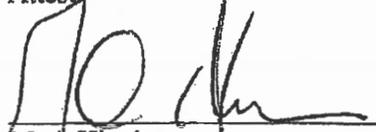
1. That I am duly elected and acting as President of the Camarillo Health Care District, a California Healthcare District.
2. That the by-laws to which this Certificate is attached comprising pages 1 to 14, inclusive, constitute the By-laws of the Camarillo Health Care District as duly adopted and as amended from time to time.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 27th day of October 2015.



Rod Brown
President, Board of Directors
Camarillo Health Care District

Attest:



Mark Hiepler
Clerk of the Board of Directors
Camarillo Health Care District

Dated: 10-27-2015

EXHIBIT C

Camarillo Acorn

2016-10-28 / Front Page

Former healthcare district chief accused of bilking agency to pay attorney \$450K in fees

Suit alleges CEO and attorney were having an affair

Hector Gonzalez

A lawsuit filed by the Camarillo Health Care District alleges its former chief executive inappropriately hired an attorney she was secretly in a romantic relationship with then conspired with the attorney to defraud the district of hundreds of thousands of taxpayer dollars.

The district is suing former CEO Jane Rozanski claiming she and the district's former attorney Ralph Ferguson conspired to expand Ferguson's role in the district's administrative affairs and inflate his legal fees.

The alleged scheme ultimately cost the district more than \$425,000 between 2011 and 2015, when the district fired Ferguson, according to the suit. The healthcare agency wants Rozanski to payback the money.



Jane Rozanski

Andy Gilford, Rozanski's attorney, did not return a call Friday seeking comment.

The lawsuit filed Oct. 7 in Ventura County Superior Court said Rozanski hired Ferguson in 2011 to provide legal services for the district without informing the district's board of directors and without a formal contract outlining his scope of duties.

At the time of the hiring, Rozanski and Ferguson were engaged in secret romantic relationship since at least 2007, according to the suit filed on behalf of the healthcare district by attorney Michael A. Velthoen.

Rozanski, 72, lives in Camarillo with her husband, Tom. They have two grown children.

A call made to Rozanski's home was not returned. Velthoen also did not return a phone call Friday.

The case is scheduled to appear before a judge March 6, according to the suit.

Rozanski hired Ferguson even though the district's legal services were already being provided by the Association of California Healthcare Districts, the suit said.

Over time, Ferguson's role at the district increased with Rozanski's "encouragement and assistance" until he eventually became the district's general counsel, a position that was never formally approved by the district's

board, the suit said.

"The district's legal fees dramatically spiked after Ferguson's retention," the suit said. "There was no apparent justification for such an abrupt and dramatic increase in legal fees." As the district's general counsel, Ferguson increasingly involved himself in the district's daily operations, consulting "on matters for which there was no need for legal advice," according to the suit.

The attorney often presided over meetings with district staff that were "meandering and pointless," the suit said. The attorney also billed the district for duplicative work, as well as for work not actually performed, according to suit.

As the district's chief executive officer, Rozanski had control over its budget and routinely approved all of Ferguson's invoices.

The suit also alleges she hid the attorney's payments within the healthcare district's budget.

"Instead of including all of Ferguson's fees in a single budget item, Rozanski organized the budget so that Ferguson's fees were allocated to specific projects or departments," the suit states. "In addition, payments to Ferguson were identified as 'professional services,' rather than legal fees."

In 2014, after some district board members questioned fees Ferguson charged in connection with a renovation project at the district's adult day care center, the board voted to look further into Ferguson's fees.

The lawsuit states Ferguson refused to cooperate with the board's investigation, citing health reasons.

The Acorn was unable to get into contact with Ferguson.

The district learned about Rozanski's secret relationship with Ferguson only after she resigned in 2015. Kara Ralston is now the CEO of the healthcare district.

"Had Rozanski informed the district of said romantic relationship, the district would have terminated Ferguson's representation, or at the very least taken steps to have his legal bills independently reviewed," the lawsuit states.

Formed in 1969 and funded by taxpayers, the district provides programs that serve more than 25,000 residents annually. In 2014, the district reported \$3.6 million in total assets.

This article was edited Oct. 28, 2016 at 7:58 p.m. to reflect that the Acorn had not been able to get into contact with Ralph Ferguson.

[Return to top](#)

EXHIBIT D

Michael Velthoen

From: Daniel Wolowicz <camarillo@theacorn.com>
Sent: Tuesday, November 15, 2016 2:09 PM
To: 'Amanda Gordon'; 'Kara Ralston'; Michael Velthoen
Subject: RE: Request for public information

Hi Kara:

Good afternoon.

I'm following up on my Nov. 11 request for public information.

Thank you,
Dan

Daniel Wolowicz
Editor
Moorpark and Camarillo Acorn newspapers
1203 Flynn Road, Ste. 140
Camarillo, CA 93012
805.484.1949 x.302
805.484.2313 fax

From: Daniel Wolowicz [<mailto:camarillo@theacorn.com>]
Sent: Friday, November 11, 2016 11:01 AM
To: 'Amanda Gordon' <amandag@camhealth.com>; 'Kara Ralston' <kralston@camhealth.com>;
'mvelthoen@fcoplaw.com' <mvelthoen@fcoplaw.com>
Subject: Request for public information

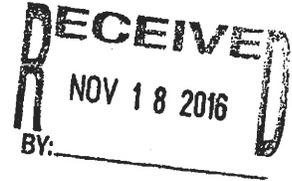
Hi Kara:

Good afternoon.

I'd like to make a public information request for the voicemail recordings from Jane Rozanski's district-owned cellphone between her and Ralph Ferguson which show their romantic relationship and their collaboration in response to the board's inquiry into Ferguson's fees.

Thank you,
Daniel Wolowicz
Editor
Moorpark and Camarillo Acorn newspapers
1203 Flynn Road, Ste. 140
Camarillo, CA 93012
805.484.1949 x.302
805.484.2313 fax

EXHIBIT E



FERGUSON CASE ORR PATERSON LLP

ATTORNEYS AT LAW

1050 SOUTH KIMBALL ROAD, VENTURA, CALIFORNIA 93004

PHONE: (805) 659-6800 FACSIMILE: (805) 659-6818

www.fcoplaw.com

MICHAEL W. CASE
JOHN C. ORR
THEODORE J. ENGLAND
JOSEPH L. STROHMAN, JR.
DAVID W. TREDWAY
WENDY C. LASCHER

DAVID L. SHAIN
SCOTT B. SANSKY
WILLIAM B. SMITH
CHRISTOPHER K. KITABAKI
DAVID B. SHEA

JAMES O. McDERMOTT
MARK T. BARNEY
MICHAEL A. VELTHOEN
DOUGLAS K. GOLDWATER
JESSE E. CAHILL

LESLIE A. McADAM
BRET G. ANDERSON
JOHN M. ANDERSEN
NEAL P. MAGUIRE
JOHN A. HRIBAR

JOSHUA S. HOPSTONE
HYMBERLEY E. PECK
LAUREN E. SIMS
LAUREN C. RAD
LANE J. LOPEZ

THOMAS R. FERGUSON
1926-2011
WILLIAM E. PATERSON
RETIRED
Of Counsel
ROBERT B. ENGLAND

Writer's Email:
mvelthoen@fcoplaw.com

November 16, 2016

Via Email & U.S. Mail

Andrew Gilford, Esq.
Baute Crochetiere & Gilford LLP
777 South Figueroa Street
Suite 4900
Los Angeles, California 90017

Re: *Camarillo Health Care District v. Jane Rozanski*

Dear Mr. Gilford:

As we discussed, the Camarillo Health Care District ("the District") received a public records request from the Camarillo Acorn for "the voicemail recordings from Jane Rozanski's district-owned cellphone between her and Ralph Ferguson which show their romantic relationship and their collaboration in response to the board's inquiry into Ferguson's fees." I have enclosed a copy of the email, which was sent to the District's Chief Executive Officer by email on November 11, 2016.

Pending further review of the requested materials, the District intends to comply with this request. This office has previously provided you with copies of the voicemails from Ralph Ferguson recovered from the District cell phone used by Ms. Rozanski in connection with the litigation. If your client believes that the voicemails are not public records open to inspection, your client should take the appropriate legal action no later than November 30, 2016.

WESTLAKE VILLAGE OFFICE

2801 TOWNSGATE ROAD, SUITE 215, WESTLAKE VILLAGE, CALIFORNIA 91361

PHONE: (805) 659-6800 FACSIMILE: (805) 379-1744

Andrew Gilford, Esq.
November 16, 2016
Page 2

If you would like to discuss this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, consisting of a stylized 'M' followed by a long horizontal stroke that tapers to the right.

Michael A. Velthoen

MAV/mav
Enclosure

Michael Velthoen

From: Daniel Wolowicz <camarillo@theacorn.com>
Sent: Tuesday, November 15, 2016 2:09 PM
To: 'Amanda Gordon'; 'Kara Ralston'; Michael Velthoen
Subject: RE: Request for public information

Hi Kara:

Good afternoon.

I'm following up on my Nov. 11 request for public information.

Thank you,
Dan

Daniel Wolowicz
Editor
Moorpark and Camarillo Acorn newspapers
1203 Flynn Road, Ste. 140
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805.484.2313 fax

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Sent: Friday, November 11, 2016 11:01 AM
To: 'Amanda Gordon' <amandag@camhealth.com>; 'Kara Ralston' <kralston@camhealth.com>;
'mvelthoen@fcoplaw.com' <mvelthoen@fcoplaw.com>
Subject: Request for public information

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Thank you,
Daniel Wolowicz
Editor
Moorpark and Camarillo Acorn newspapers
1203 Flynn Road, Ste. 140
Camarillo, CA 93012
805.484.1949 x.302
805.484.2313 fax

EXHIBIT F

From: Ralph Ferguson [<mailto:ralphlaw@pacbell.net>]
Sent: Wednesday, November 30, 2016 2:45 PM
To: Karen Valentine
Cc: Kara Ralston; Michael Velthoen; Ralph Ferguson
Subject: Objection to Public Records Act request

Objection To Public Records Act request:

I have reviewed the November 16, 2016 correspondence from the Camarillo Health Care District, Inc. (CHCD) to the Moorpark and Camarillo Acorn newspapers regarding a California Public Records Act request for voicemail recordings allegedly obtained from a cellphone used for business and personal communications by Ms. Jane Rozanski. It was not explained how such personal and privileged information – which is not collected in the ordinary course of business -- would constitute an available public record from a health care district.

I object on the grounds of attorney-client privilege to the disclosure of any of the voicemail recordings reflecting communications with Ralph Ferguson, Esq. from the public/personal cellphone used by Jane Rozanski, as part of her position as chief executive officer. By description, the voicemails allegedly reveal substantive discussions and personal conversations that occurred within a confidential and privileged attorney-client relationship. I have not yet been able to retrieve and review this information -- reportedly contained on a USB drive recently sent to me by CHCD legal counsel.

A preliminary question: why would CHCD be willing to disclose these obviously privileged attorney-client communications without discussing the content with Jane Rozanski? As a professional expectation, why wasn't I notified that such information was in the possession of CHCD -- so that these important matters could have been timely addressed. How was this information obtained? How was this information protected since it was obtained?

Under California law, it is the confidential nature of the attorney-client relationship that is the principal value being protected. This determination follows the California Supreme Court's instruction that: **"the proper focus in the privilege inquiry is not whether the communication contains an attorney's opinion or advice, but whether the relationship is one of attorney-client and whether the communication was confidentially transmitted in the course of that relationship."**

Relevant to this matter, I served as legal counsel and as public agency executive consultant for Jane Rozanski from 2004 until 2015. From 2006 to 2012, Jane Rozanski served on the Boards of Directors of the Association of California Healthcare Districts, Inc. (ACHD) and the ALPHA Fund Joint Powers Agency (ALPHA Fund). I served as chief executive officer and chief corporate counsel for ACHD and the ALPHA Fund from 2001 to 2011. My conversations and business discussions with Jane Rozanski have been considered confidential and attorney-client privileged since 2004.

I further object to the release of any voicemail messages that I exchanged with Jane Rozanski regarding personal matters as an irrelevant and unwarranted invasion on my personal privacy. Unless relevance to matters of material public concern can be demonstrated, there are no grounds that override my reasonable expectation of personal privacy within a confidential

relationship. As a public health care district, CHCD has an obligation under California law to avoid unnecessary disclosure of the personal information of its staff and others retained by the district.

Please provide me with copies of any additional correspondence or documents regarding this matter. Thank you for your prompt and courteous attention to these important issues.

Ralph T. Ferguson, Esq.

CA Bar No. 99279

EXHIBIT G

From: Daniel Wolowicz [<mailto:camarillo@theacorn.com>]
Sent: Thursday, December 22, 2016 10:50 AM
To: Karen Valentine <karenv@camhealth.com>
Subject: public records request

Hi Karen,

Good morning. I would like to request the emails sent between Jane Rozanski and Ralph Ferguson from January 1, 2011 to July 1, 2015. We will come in to the district office to review those emails.

Thank you.

Daniel Wolowicz
Editor
Moorpark and Camarillo Acorn newspapers
1203 Flynn Road, Ste. 140
Camarillo, CA 93012
805.484.1949 x.302
805.484.2313 fax

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PROOF OF SERVICE

ROZANSKI v. CAMARILLO HEALTH CARE DISTRICT, et al.
Case No. 56-2016-00489673-CU-WA-VTA

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over the 18 years of age and not a party to this action. I am employed in the County of Los Angeles, California. My business address is 10250 Constellation Boulevard, Suite 2900, Los Angeles, CA 90067

On February 6, 2017, I served true copies of the following document(s) described as: **AMENDED VERIFIED COMPLAINT AND PETITION FOR WRIT OF MANDATE** on the interested parties in this action as follows:

Michael A. Velthoen, Esq.
Ferguson Case Orr Paterson LLP
1050 S. Kimball Road
Ventura, CA 93004
Email: mvelthoen@fcoplaw.com
Tel.: (805) 659-6800
Fax: (805) 659-6818

*Attorneys for
Defendant/Respondent
Camarillo Health Care District*

Katie Townsend, Esq.
Reporters Committee For Freedom of the Press
1156 15th Street NW, Suite 1250
Washington, DC 20005
Email: ktownsend@rcfp.org
Tel.: (202) 795-9303

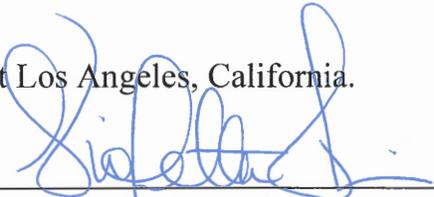
*Attorneys for Real Party in
Interest Golden Rule Publishing,
Inc. d/b/a Camarillo Acorn*

BY E-MAIL: I caused a copy of the document(s) to be sent from the e-mail address vprice@weintraub.com to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Weintraub Tobin Chediak Coleman Grodin Law Corporation for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 6, 2017, at Los Angeles, California.



Violetta Price