

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Central Justice Center
700 W. Civic Center Drive
Santa Ana, CA 92702

SHORT TITLE: In the Matter of: Global Operations & Development/Giving Children Hope

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2019-01046975-CU-PT-CJC

I certify that I am not a party to this cause. I certify that the following document(s), dated , have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on January 29, 2019, at 10:55:28 AM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

ATTORNEY GENERAL OF CALIFORNIA
JAMES.TOMA@DOJ.CA.GOV

Clerk of the Court, by:

, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

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7

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JAN 22 2019

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE 30-2019**

11 **In the Matter of:**

12
13 **GLOBAL OPERATIONS &**
14 **DEVELOPMENT/GIVING**
15 **CHILDREN HOPE, A**
16 **CALIFORNIA NONPROFIT**
17 **PUBLIC BENEFIT**
18 **CORPORATION; JOHN A. DITTY,**
19 **JR.; SEAN LAWRENCE; V.**
20 **WILLIAM BARTA; SUZANNE**
21 **BRYANT; and INTERNATIONAL**
22 **CLINIC AID, INC., A NONPROFIT**
23 **PUBLIC BENEFIT**
24 **CORPORATION,**

25 **Respondents.**

01046975

Case No.

**ASSURANCE OF VOLUNTARY
COMPLIANCE AND ~~[PROPOSED]~~
ORDER**

(Gov. Code, § 12591.2)

26 Pursuant to the authority granted in Government Code section 12591.2,
27 Attorney General Xavier Becerra accepts the following Assurance of Voluntary
28 Compliance (also referred to herein as the "Assurance" or "AVC") from Global
Operations & Development/Giving Children Hope (hereinafter "Giving Children
Hope"), John A. Ditty, Jr. ("Ditty"), Sean Lawrence ("Lawrence"), V. William

1 Barta ("Barta"), Suzanne Bryant ("Bryant"), and International Clinic Aid, Inc.
2 ("International Clinic Aid") (also referred to herein, collectively, as "the
3 Respondents"). The Attorney General, Scottsdale Indemnity Company, and the
4 Respondents (also referred to herein, collectively, as "the Parties") agree that it is in
5 their best interest and consistent with the best interest of the People of the State of
6 California to resolve the issues between them in the manner set forth herein.

7 BACKGROUND

8 1. Giving Children Hope is a nonprofit public benefit corporation located in
9 Orange County, incorporated in 1993 "to provide international assistance of food,
10 clothing and medical supplies to further the cause of democracy and self-
11 determination." It was founded by Ditty and his former wife. All of Giving
12 Children Hope's assets are impressed with a charitable trust by virtue of the express
13 declaration of its charitable purposes in its articles of incorporation. (*Pacific Home*
14 *v. County of Los Angeles* (1953) 41 Cal.2d 844, 852.) None of its assets can be
15 diverted to any purpose other than the corporation's charitable purposes. (*Ibid.*)

16 2. Ditty served on Giving Children Hope's Board of Directors from 1993 to
17 June 30, 2015, and also served as an officer until at least July 2013. Lawrence
18 served as Giving Children Hope's Chief Executive Officer or Executive Director
19 from at least July 2013 to the present. For the relevant period of time, Lawrence
20 was, and is, an officer or *de facto* officer of Giving Children Hope. Barta was, and
21 is, a director of Giving Children Hope and served as Chairman of the Board from at
22 least January 2014 through June 2016. Bryant has been licensed as a Certified
23 Public Accountant in California since 2010. From at least January 2014 until June
24 2017, she performed accounting and other services for Giving Children Hope.
25 International Clinic Aid was incorporated on April 28, 2014. For all relevant time
26 periods, it has been controlled by Giving Children Hope and its principal place of
27 business is at the same location as Giving Children Hope.

1 3. Attorney General Xavier Becerra is charged with the general supervision
2 of all charitable organizations within this State and with the enforcement and
3 supervision over trustees and fiduciaries who hold or control property in trust for
4 charitable purposes. The Attorney General is authorized to enforce, in the name of
5 the People, the provisions of the Supervision of Trustees and Fundraisers for
6 Charitable Purposes Act (Gov. Code, § 12580 et seq.), the Nonprofit Corporation
7 Law (Corp. Code, § 5000 et seq.), and Business and Professions Code section
8 17510.5. As a California nonprofit public benefit corporation, Giving Children
9 Hope and its current and former fiduciaries are subject to the supervisory
10 jurisdiction of the Attorney General.

11 4. One of Giving Children Hope's long-standing programs is the "Global
12 Operations Program." Giving Children Hope facilitates shipments of donated
13 goods, such as food, clothing and hygiene products it receives from United States
14 companies to developing countries in Africa, Latin America, etc. These noncash
15 goods are commonly referred to as "gifts in kind." Giving Children Hope reported
16 the values of its gifts in kind on its informational returns called IRS Forms 990
17 ("Forms 990") which charities file with the IRS and with the AG's Registry, and
18 which are publicly available on the Attorney General's website and on Giving
19 Children Hope's website. Forms 990 are also available on the charity informational
20 website hosted by GuideStar, and through links on the websites of organizations
21 that rate and/or accredit charities, like Charity Navigator.

22 5. Donors view expenses spent directly on a charity's programs, i.e.,
23 "program expenses," favorably. Fundraising and administration expenses, also
24 called "overhead," are viewed unfavorably. Donors are motivated to give when
25 they believe that all or most of their donations will be used directly for the charity's
26 programs. When a charity unfairly includes inflated values for gifts in kind in its
27 public reporting of revenue and program expense, it appears larger and more
28 efficient than it really is, and thus more attractive to donors. Reporting inflated

1 values for program expense also unfairly diminishes the percentage of the charity's
2 reported fundraising and administrative costs of the charity's total costs.

3 6. California law requires charities that solicit donations in this State to
4 follow Generally Accepted Accounting Principles ("GAAP") in their financial
5 reporting. (Bus. & Prof. Code, §17510.5, subd. (a).) Thus, all charities soliciting in
6 this State are required to follow the same rules in their financial reporting. Under
7 GAAP, charities can only claim the "fair value" of gifts in kind, which is defined as
8 "the price that would be received to sell an asset or paid to transfer a liability in an
9 orderly transaction between market participants at the measurement date." (FASB
10 ASC 820-10-35-2.) GAAP also requires charities to use the "principal market" in
11 valuing assets or, in the absence of a principal market, the "most advantageous
12 market" for the asset. (FASB ASC 820-10-35-5.) Importantly, charities must have
13 *access* to the principal or most advantageous market in valuing the asset. (FASB
14 ASC 820-10-35-6A.) For example, if a charity receives a donation of
15 pharmaceuticals from a domestic pharmaceutical company that prohibits
16 distribution and use in the United States, then the United States is neither the
17 principal nor the most advantageous market. The United States is the prohibited
18 market.

19 7. Aside from the issue of the appropriate market price for valuing gifts in
20 kind, under GAAP, charities can only report gifts in kind as revenue and program
21 expense if the charity has "*variance power*" over the goods – the discretion to
22 choose the end recipient of the goods. This avoids charities passing along the same
23 gift from charity to charity to charity, each reporting the same gift in their public
24 financial reporting even though there is only one intended end recipient. If a
25 charity facilitates a shipment of goods overseas, but does not have authority to
26 choose the end recipient, the charity cannot claim *any* revenue or program expense
27 other than the (usually) insubstantial value of its services in simply facilitating the
28 transaction.

ATTORNEY GENERAL FINDINGS

8. In the course of discharging its duties, the Attorney General's Office caused an investigation to be made into the business and affairs of Giving Children Hope for the time period July 1, 2012 through June 30, 2016 ("the relevant time period"). Giving Children Hope, through its Board of Directors, cooperated with the Attorney General's investigation and provided books, records, documents, and information requested. The Attorney General's Office also conducted three oral examinations under oath. At the conclusion of the investigation, the Attorney General made the findings set forth below, which are not admitted by the Respondents.

9. Giving Children Hope's public financial reports for the relevant time period contained substantial misstatements related to the overvaluation of pharmaceutical donations it received and then facilitated in shipping overseas. Giving Children Hope filed those inaccurate reports, IRS Forms 990, with the Attorney General's Registry of Charitable Trusts as part of its annual reporting requirements.

10. Giving Children Hope's reported values for pharmaceutical donations it received (revenue) and then purported to "donate" overseas (program expense) were substantially inflated for a number of reasons:

a. In at least 25 transactions, Giving Children Hope purchased pharmaceuticals from a pharmaceutical wholesaler in The Netherlands called Imres through two other charities it controlled, one called Giving Hope International and the other called International Clinic Aid. Giving Hope International and International Clinic Aid paid Imres a very minimal purchase price for the pharmaceuticals and then purported to "donate" the pharmaceuticals to Giving Children Hope. Instead of reporting the value of the pharmaceuticals at the minimal purchase price, Giving Children Hope reported a highly inflated value which it called the "GIK Value." While the

1 total purchase price of the pharmaceuticals in the Imres transactions was less
2 than \$225,000, Giving Children Hope reported the total value as over \$34.9
3 million.

4 b. For the Imres transactions, Giving Children Hope also had no
5 variance power. Giving Children Hope engaged "sponsoring organizations"
6 who chose the end recipient, not Giving Children Hope. Giving Children
7 Hope only facilitated these transactions and thus should not have included
8 their value as either revenue or program expense, except any minor costs
9 incurred in facilitating the transactions.

10 c. For the non-Imres-related pharmaceutical transactions, Giving
11 Children Hope used U.S. market prices even though the pharmaceuticals were
12 restricted to distribution and use outside the United States. Because Giving
13 Children Hope did not have access to the U.S. market for those
14 pharmaceuticals, under GAAP, Giving Children Hope could not use high U.S.
15 market prices and should have used the much lower appropriate international
16 prices to value the restricted pharmaceuticals.

17 d. For several of Giving Children Hope's non-Imres-related
18 transactions, it has no records showing if and where the pharmaceuticals were
19 delivered or their expiration dates. Since Giving Children Hope failed to
20 submit any documentation showing that the pharmaceuticals were, in fact,
21 distributed by the foreign end recipient in furtherance of Giving Children
22 Hope's charitable purpose, the value for those pharmaceuticals is zero.

23 11. During the relevant period, Giving Children Hope also made
24 misstatements on its website and in its solicitations for donations unrelated to its
25 overvaluation of pharmaceuticals. For example, Giving Children Hope made the
26 following misstatement on its website: Over 99% of all contributions provide
27 direct aid to those who are helped." (Giving Children Hope August 2012 Website.)
28 This was misleading as the statement includes both cash and noncash contributions.

1 Reasonable donors would interpret the statement as 99% of *their cash* donations
2 would be used for direct aid. For the fiscal year ended June 30, 2012, Giving
3 Children Hope's percentage of *cash* donations used for direct aid was only 59.3%.

4 12. It is the Attorney General's position that Giving Children Hope's
5 misstatements in its public filings and in its solicitations, which were accomplished
6 with the assistance of the individual Respondents violated, *inter alia*, Government
7 Code section 12599.6 and Business and Professions Code section 17510.5. It is
8 also the Attorney General's position that Ditty, Lawrence and Barta breached their
9 fiduciary duty to Giving Children Hope by their participation in Giving Children
10 Hope's reporting violations and that Bryant aided and abetted that breach of
11 fiduciary duty.

12 13. This Court has personal jurisdiction over Respondents and Scottsdale
13 Indemnity Company and subject matter jurisdiction to enter an Assurance of
14 Voluntary Compliance pursuant to Government Code section 12591.2.

15 ASSURANCE

16 14. In consideration of resolving a matter of disputed liability, and without
17 Respondents and/or Scottsdale Indemnity Company admitting any wrongdoing or
18 violations of law, the Parties agree as follows:

19 15. Within 30 days' notice of the Court's execution of the Order on this
20 AVC, Scottsdale Indemnity Company will deliver a check in the amount of four
21 hundred thousand dollars (\$400,000.00) to the Attorney General's Office located at
22 300 S. Spring Street, Suite 1702, Los Angeles, California, addressed to the attention
23 of Deputy Attorney General Sonja K. Berndt for attorney's fees and costs incurred
24 by the Charitable Trusts Section in pursuing the investigation of the matters
25 discussed herein, pursuant to Government Code sections 12598 and 12586.2. The
26 check shall be made payable to the California Attorney General. This four hundred
27 thousand dollars (\$400,000.00) shall be used exclusively by the Charitable Trusts

1 Section for the administration of the Attorney General's charitable trust
2 enforcement responsibilities.

3 16. Within 30 days' notice of the Court's execution of the Order on this
4 AVC, Respondents Lawrence, Barta and Bryant will each deliver a check in the
5 amount of three thousand dollars (\$3,000.00) and Respondent John Ditty will
6 deliver a check in the amount of one thousand dollars (\$1,000.00) to the Attorney
7 General's Office located at 300 S. Spring Street, Suite 1702, Los Angeles,
8 California, addressed to the attention of Deputy Attorney General Sonja K. Berndt
9 for attorney's fees and costs incurred by the Charitable Trusts Section in pursuing
10 the investigation of the matters discussed herein, pursuant to Government Code
11 sections 12598 and 12586.2. These checks shall be made payable to the California
12 Attorney General. These payments shall be used exclusively by the Charitable
13 Trusts Section for the administration of the Attorney General's charitable trust
14 enforcement responsibilities.

15 17. Giving Children Hope terminated its pharmaceutical donation program in
16 June 2017. Giving Children Hope agrees that it will not resume that program at any
17 time.

18 18. Giving Children Hope will amend its IRS Forms 990 for the years ended
19 June 30, 2012 through June 30, 2016 and in doing so, will not include as revenue or
20 program expense the value of any of the pharmaceuticals that were shipped by, or
21 on behalf of, the company Imres. Further, in such amended IRS Forms 990, for
22 gifts in kind of pharmaceuticals that were not shipped by, or on behalf of, the
23 company Imres, Respondents will not use any U.S. market prices to value the
24 pharmaceuticals and will exclude the value of any pharmaceuticals they cannot
25 establish were, in fact, ultimately distributed in furtherance of Giving Children
26 Hope's charitable purpose.

27 19. Giving Children Hope agrees it will not make any representations that a
28 percentage of contributions to Giving Children Hope is used for the organization's

1 program unless the percentage of cash donations used for Giving Children Hope's
2 program is clearly stated as part of the same representation.

3 20. Giving Children Hope will not file any statement, report, financial
4 statement, IRS Form 990, or other information to be filed with the Attorney
5 General that contains information, a statement, or an omission that is false or
6 misleading.

7 21. John Ditty. For two and one-half years commencing with notice of the
8 Court's execution of this AVC, John Ditty will not serve as an officer, director or
9 trustee of any charitable organization, entity, foundation, or group doing business in
10 California and will not exercise any control, or be in a position to exercise any
11 control, over any assets of any charitable organization, entity, foundation, or group
12 doing business in California.

13 22. Sean Lawrence. Upon notice of the Court's execution of this AVC, Sean
14 Lawrence will resign as Executive Director of Giving Children Hope if he has not
15 done so before then, and will not hold any position of control over Giving Children
16 Hope's assets for a period of two years from the date of his resignation, but may be
17 employed as Giving Children Hope's Chief Operating Officer. Lawrence further
18 agrees that during that time, he may receive training and mentoring from a qualified
19 third-party professional related to nonprofit accounting and nonprofit regulatory
20 compliance matters. If after receiving such training and mentoring and if the
21 mentor concludes that Lawrence possesses sufficient knowledge to competently
22 oversee Giving Children Hope's operations and to direct the preparation of its
23 regulatory filings, Giving Children Hope's Board of Directors may consider
24 Lawrence for the position of Executive Director.

25 23. V. William Barta. Upon notice of the Court's execution of this AVC,
26 William Barta will resign from the Board of Directors of Giving Children Hope if
27 he has not done so prior to that time.

1 24. Suzanne Bryant. For five years commencing with notice of the Court's
2 execution of this AVC, Suzanne Bryant will not provide any accounting services to
3 nonprofit public benefit corporations or charitable trusts doing business in
4 California. Further, she will not commence providing such services until she has
5 received training in the auditing of financial statements of nonprofit organizations,
6 the preparation of IRS informational returns, and the accounting for gifts in kind.

7 25. International Clinic Aid. Within 30 days' notice of the Court's execution
8 of the Order on this AVC, International Clinic Aid, through its Board of Directors,
9 shall commence the process of voluntary winding up and dissolution and shall
10 diligently pursue that process pursuant to the provisions of Corporations Code
11 sections 6610 through 6721. In lieu of submitting documentation required under
12 those provisions to the Attorney General's Registry of Charitable Trusts,
13 International Clinic Aid may submit that documentation to the Office of the
14 Attorney General, 300 S. Spring St., Suite 1702, Los Angeles, CA 90012, to the
15 attention of Supervising Deputy Attorney General James Toma.

16 26. Respondents and Scottsdale Indemnity Company agree that they will
17 fully cooperate with the Attorney General in effectuating the terms of this AVC.

18 27. Respondents and Scottsdale Indemnity Company understand and agree
19 that if this Assurance of Voluntary Compliance is executed by the Parties, it will be
20 submitted to the Orange County Superior Court for approval and, if approved, will
21 be filed with the Clerk of the Court.

22 28. The Parties agree that the Court may enter the Order hereto without a
23 hearing on the matter.

24 29. The Parties acknowledge receipt of a copy of this Assurance of
25 Voluntary Compliance prior to filing, and further agree to accept service of a
26 conformed copy of the Court's signed and filed Order on the AVC by prepaid first
27 class mail sent to the following addresses and expressly waive personal service of a
28 conformed copy after it has been filed:

1 Sean Lawrence

2 c/o Giving Children Hope
3 8332 Commonwealth Avenue
4 Buena Park, CA 90621-2526

5
6 A copy of which will be sent to:

7 Brian F. Buchanan
8 BUCHANAN & PATTERSON, LLP
9 1000 Wilshire Blvd., Suite 570
10 Los Angeles, CA 90017;

11 V. William Barta

12 c/o Giving Children Hope
13 8332 Commonwealth Avenue
14 Buena Park, CA 90621-2526

15
16 A copy of which will be sent to:

17 Brian F. Buchanan
18 BUCHANAN & PATTERSON, LLP
19 1000 Wilshire Blvd., Suite 570
20 Los Angeles, CA 90017;

21 Giving Children Hope

22 Giving Children Hope
23 8332 Commonwealth Avenue
24 Buena Park, CA 90621-2526

25
26 A copy of which will be sent to:

27 Brian F. Buchanan
28 BUCHANAN & PATTERSON, LLP

1 1000 Wilshire Blvd., Suite 570

2 Los Angeles, CA 90017;

3 John A. Ditty, Jr.

4 991 Short Street

5 Yorba Linda, CA 92886

6
7 A copy of which will be sent to:

8 Michael P. McCloskey

9 Wilson Elser, Moskowitz Edelman & Dicker, LLP

10 401 West A Street, Suite 1900

11 San Diego, CA 92101; and

12 Suzanne Bryant

13 P.O. Box 4573

14 Carlsbad, CA 92018

15
16 A copy of which will be sent to:

17 Michael P. McCloskey

18 Wilson Elser, Moskowitz Edelman & Dicker, LLP

19 401 West A Street, Suite 1900

20 San Diego, CA 92101;

21 Scottsdale Indemnity Company

22 Aaron Klass, Esq.

23 Senior Claims Specialist

24 Freedom Specialty Insurance

25 7 World Trade Center

26 250 Greenwich Street, 37th Floor

27 New York, NY 10007

1
2 A copy of which will be sent to:

3 Michael P. McCloskey

4 Wilson Elser, Moskowitz Edelman & Dicker, LLP

5 401 West A Street, Suite 1900

6 San Diego, CA 92101.

7 International Clinic Aid

8 International Clinic Aid

9 8332 Commonwealth Avenue

10 Buena Park, CA 90621-2526

11
12 A copy of which will be sent to:

13 Brian F. Buchanan

14 BUCHANAN & PATTERSON, LLP

15 1000 Wilshire Blvd., Suite 570

16 Los Angeles, CA 90017

17 30. The Parties agree that this AVC constitutes a resolution of all matters
18 known to, or which should have been known to, the Attorney General concerning
19 Giving Children Hope and International Clinic Aid at the time of execution of this
20 Assurance. The Parties further acknowledge and agree that this Assurance or any
21 portion thereof may be reopened, in this matter, at a subsequent time by the
22 Attorney General for further proceedings in the public interest based upon violation
23 of the terms of this Assurance, with notice of any public filings being given to all
24 parties within 30 days of filing. In the event that the Attorney General determines
25 that a violation of the terms of this Assurance of Voluntary Compliance has
26 occurred, the Attorney General may, at his or her discretion, either initiate contempt
27 proceedings or other appropriate legal action against the party in violation of the
28 AVC, including the right to seek recovery of attorney's fees, auditor fees, and costs

1 arising out of the re-opened proceedings regarding this Assurance or any portion
2 thereof, in this matter. It is further agreed by the Parties to this AVC that should the
3 Attorney General determine that this AVC has been violated in any way, that the
4 Attorney General's exclusive remedy is to re-open this Assurance or any portion
5 thereof, in this matter.

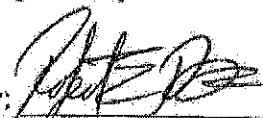
6 31. The Parties agree that the 10-year limitations period set forth in
7 Government Code section 12596 applies to this matter. The Parties further agree
8 that the 10-year limitations period is tolled from the date this Assurance is fully
9 executed to the date all Parties have fully complied with the terms of this
10 Assurance, or until staff members of the Attorney General's Charitable Trusts
11 Section receive actual knowledge that one or more Parties has violated the terms of
12 this Assurance, whichever occurs first.

13 32. The Parties acknowledge and agree that it is in their mutual best interest
14 to resolve the Attorney General's concerns by way of this Assurance. Nothing in
15 this Assurance will be deemed to be an admission by Respondents or Scottsdale
16 Indemnity Company of any wrongdoing of any kind or nature.

17 33. This Assurance may be executed in one or more counterparts and shall be
18 delivered to the Office of the Attorney General, to Deputy Attorney General Sonja
19 K. Berndt, at 300 S. Spring St., Suite 1702, Los Angeles, CA 90013.

20 Respectfully Submitted,

21
22 DATED:

By: 
Robert Burns, Chairman, Board of Directors
on Behalf of Giving Children Hope

23
24
25 DATED:

By: _____
John Ditty, Jr.

26
27 DATED:

By: _____
Sean Lawrence

28
ASSURANCE OF VOLUNTARY COMPLIANCE AND [PROPOSED] ORDER

1 arising out of the re-opened proceedings regarding this Assurance or any portion
2 thereof, in this matter. It is further agreed by the Parties to this AVC that should the
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19 K. Berndt, at 300 S. Spring St., Suite 1702, Los Angeles, CA 90013.

20 Respectfully Submitted,

21
22 DATED:

By: _____
Robert Burns, Chairman, Board of Directors
on Behalf of Giving Children Hope

23
24
25 DATED: 12/14/18

By: _____
John Ditty, Jr.

26
27 DATED:

By: _____
Sean Lawrence

28
ASSURANCE OF VOLUNTARY COMPLIANCE AND [PROPOSED] ORDER

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17 33. This Assurance may be executed in one or more counterparts and shall be
18 delivered to the Office of the Attorney General, to Deputy Attorney General Sonja
19 K. Berndt, at 300 S. Spring St., Suite 1702, Los Angeles, CA 90013.

20 Respectfully Submitted,

21
22 DATED:

By: _____
Robert Burns, Chairman, Board of Directors
on Behalf of Giving Children Hope

23
24
25 DATED:

By: _____
John Ditty, Jr.

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27 DATED:

By: Sean Lawrence
Sean Lawrence
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ASSURANCE OF VOLUNTARY COMPLIANCE AND [PROPOSED] ORDER

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DATED:

By: V.W. Barta
V. William Barta 12-11-18

DATED:

By: _____
Suzanne Bryant

DATED:

By: _____
Aaron Klass, Esq., Senior Claims Specialist,
on behalf of Scottsdale Indemnity Company

DATED:

By: V.W. Barta
V. William Barta, Chairman, Board of
Directors on Behalf of International Clinic
Aid 12-11-18

DATED:

XAVIER BECERRA
Attorney General of California

SONJA K. BERNDT
Deputy Attorney General
Attorneys for The People of the State of
California

ORDER

Good cause appearing, IT IS ORDERED that the foregoing Assurance of
Voluntary Compliance is approved and shall be accepted and filed with the Court.

DATED: _____

JUDGE OF THE SUPERIOR COURT
15

ASSURANCE OF VOLUNTARY COMPLIANCE AND [PROPOSED] ORDER

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3 DATED:

By: _____
V. William Barta

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6 DATED: 12/21/18

By: Suzanne Bryant
Suzanne Bryant

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8 DATED:

By: _____
Aaron Klass, Esq., Senior Claims Specialist,
on behalf of Scottsdale Indemnity Company

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11 DATED:

By: _____
V. William Barta, Chairman, Board of
Directors on Behalf of International Clinic
Aid

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XAVIER BECERRA
Attorney General of California

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18
19 SONJA K. BERNDT
Deputy Attorney General
20 *Attorneys for The People of the State of*
21 *California*

22
23 **ORDER**

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25 Voluntary Compliance is approved and shall be accepted and filed with the Court.

26
27 DATED: _____

28 _____
JUDGE OF THE SUPERIOR COURT

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DATED:

By: _____
V. William Barta

DATED:

By: _____
Suzanne Bryant

DATED: 12/19/2018

By: _____
Aaron Klass, Esq., Senior Claims Specialist,
on behalf of Scottsdale Indemnity Company

DATED:

By: _____
V. William Barta, Chairman, Board of
Directors on Behalf of International Clinic
Aid

DATED:

XAVIER BECERRA
Attorney General of California

SONJA K. BERNDT
Deputy Attorney General
*Attorneys for The People of the State of
California*

ORDER

Good cause appearing, IT IS ORDERED that the foregoing Assurance of
Voluntary Compliance is approved and shall be accepted and filed with the Court.

DATED: _____

JUDGE OF THE SUPERIOR COURT

1
2
3 DATED:

By: _____
V. William Barta

4
5
6 DATED:

By: _____
Suzanne Bryant

7
8 DATED:

By: _____
Aaron Klass, Esq., Senior Claims Specialist,
on behalf of Scottsdale Indemnity Company

9
10
11 DATED:

By: _____
V. William Barta, Chairman, Board of
Directors on Behalf of International Clinic
Aid

12
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14
15 DATED:

XAVIER BECERRA

Attorney General of California

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18 

SONIA K. BERNDT

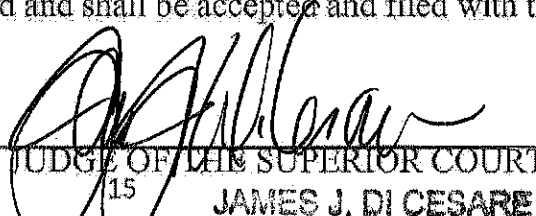
19 Sup. Deputy Attorney General

Attorneys for The People of the State of
California

20
21
22
23 ORDER

24 Good cause appearing, IT IS ORDERED that the foregoing Assurance of
25 Voluntary Compliance is approved and shall be accepted and filed with the Court.

26
27 DATED: JAN 22 2019

28 
JUDGE OF THE SUPERIOR COURT
15 JAMES J. DI CESARE

ASSURANCE OF VOLUNTARY COMPLIANCE AND [PROPOSED] ORDER.