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STANTON J. STOCK (State Bar No. 279179)
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6 Attorneys for River Valley Healthcare &
Wellness Centre, et al.
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9 **BEFORE THE STATE OF CALIFORNIA**
10 **DEPARTMENT OF HEALTHCARE SERVICES**
11 **OFFICE OF ADMINISTRATIVE HEARINGS AND APPEALS**

12 In the Matter of:
13 **RIVER VALLEY HEALTHCARE &**
WELLNESS CENTRE, ET AL.
14 **(SEE ATTACHMENT A)**
15 Respondents.
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Appeal Nos. LNC17-0117-793-MF, et al.
(See Attachment A)

**NOTICE OF INTENT TO INTRODUCE
EVIDENCE BY AFFIDAVIT**

Judge: Hon. Matthew C. Felix, ALJ
Formal Hearing: May 17, 2017

18
19 TO ALL PARTIES AND ATTORNEYS OF RECORD, take notice that:

20 Pursuant to section 51035 of Title 22 of the California Code of Regulations, the
21 accompanying Affidavit of Mark A. Johnson will be introduced as evidence at the formal hearing
22 referenced above. Mr. Johnson will not be called to testify orally and you will not be entitled to
23 question him unless you notify Stanton J. Stock, at Hooper, Lundy & Bookman, P.C., 101 W
24 Broadway, Suite 1200, San Diego, California 92101, that you wish to cross-examine him. To be
25 effective, your request must be mailed or delivered to Mr. Stock's attention on or before, May 12,
26 2017.

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AFFIDAVIT OF MARK A. JOHNSON

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I, MARK A. JOHNSON, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California, with the law firm of Hooper, Lundy & Bookman, P.C., counsel of record for Respondent, CHICO HEIGHTS REHABILITATION & WELLNESS CENTRE. The facts stated herein are personally known to me, and if called as a witness I could and would competently testify to them.

2. The Department's Accusation was received at my office on or around November 7, 2016.

3. At that time, my support staff and I were in the midst of changing procedures for handling incoming mail and calendaring deadlines.

4. Specifically, my custom and practice for many years had been to receive my mail, first, by the receptionist at the front desk. Hard copies were then forwarded to my administrative assistant, who would calendar any applicable deadlines directly to my calendar. After deadlines were calendared, hard copies were provided to me for my review and confirmation that deadlines were calendared appropriately.

5. My practice has been transitioning away from duplicative hard copies and direct calendaring. Instead, incoming mail received at the front desk is now scanned and emailed to attorneys and administrative assistants. Administrative assistants may no longer send hard copies of pleadings to attorneys, a practice to which I was still adjusting as of November 2016.

6. Furthermore, my law firm was in the process employing new staff members, who would be responsible for calendaring deadlines into calendaring/docketing software.

7. As of November 2016, my support staff were transitioning away from directly calendaring administrative deadlines to my calendar. Instead, they were utilizing the docketing software and increasing reliance on the new staff responsible for managing it.

8. Unfortunately, neither my support staff nor the docketing software recognized service of the Accusation as triggering the 15-day deadline for filing a Notice of Defense.

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1 9. Moreover, I did not receive hard copies of the Accusation, which I was expecting
2 upon receipt.

3 10. These issues resulted in the deadline for filing a Notice of Defense not being
4 calendared, and a Notice of Defense consequently not being submitted, which constitutes a
5 reasonable mistake, excusable neglect, and inadvertence on my part.

6 11. I first became aware that the deadline for filing a Notice of Defense had expired
7 after receiving the Department's Default Decision, which was received at my office via certified
8 mail on December 19, 2016.

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

11 Executed on May 4, 2017, at San Diego, California.

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14 _____
15 MARK A. JOHNSON
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ATTACHMENT A

RIVER CITY HEALTHCARE & WELLNESS CENTRE

FACILITIES

CASE NOS.

River Valley Healthcare & Wellness Center	LNC17-0117-793-MF
Chico Terrace Healthcare & Wellness Centre	LNC17-0117-794-MF
Anaheim Point Healthcare & Wellness Centre	LNC17-0117-795-MF
Chico Heights Rehabilitation & Wellness Centre	LNC17-0117-796-MF
Brookdale Healthcare & Wellness Centre	LNC17-0117-797-MF

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 101 W. Broadway, Suite 1200, San Diego, CA 92101-3890.

On May 4, 2017, I served true copies of the following document(s) described as **NOTICE OF INTENT TO INTRODUCE EVIDENCE BY AFFIDAVIT** on the interested parties in this action as follows:

Daniel Meyer
Department of Public Health
Office of Legal Services
1415 L Street, Suite 500
Sacramento, CA 95814
Telephone: (916) 440-5513
Facsimile: (916) 319-9821
E-Mail: Daniel.Meyer@cdph.ca.gov

Attorneys for California Department of Public Health

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address scandor@health-law.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

BY FEDEX: I enclosed said document(s) in an envelope or package provided by FedEx and addressed to the persons at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of FedEx or delivered such document(s) to a courier or driver authorized by FedEx to receive documents.

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

Executed on May 4, 2017, at San Diego, California.

ORIGINAL SIGNED BY

Sheba Candor, CCLS

ORIGIN ID:SDMA (919) 744-7300
MARK A. JOHNSON, ESQ.
HOOPER LUNDY & BOOKMAN, P.C.
101 WEST BROADWAY
SUITE 1200
SAN DIEGO, CA 92101
UNITED STATES US

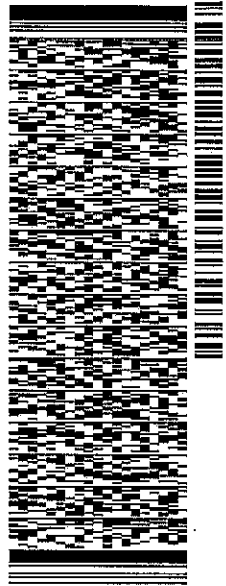
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TO DANIEL MEYER, ESQ.

CA DPH - OFFICE OF LEGAL SERVICES
1415 L STREET
SUITE 500
SACRAMENTO CA 95814

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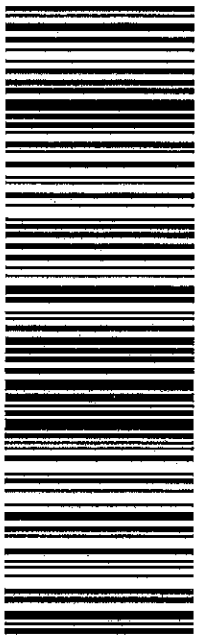
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