

BEFORE THE  
DIVISION OF MEDICAL QUALITY  
MEDICAL BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Accusation  
Against:

**Eugene P. O'Donnell, M.D.**

Physician's and Surgeon's  
Certificate No. C 27965

Respondent

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) File No. 18-2002-139768  
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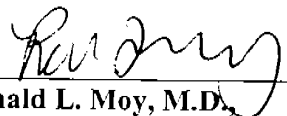
**DECISION**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted as the Decision and Order of the Division of Medical Quality of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on March 31, 2005.

IT IS SO ORDERED March 1, 2005.

MEDICAL BOARD OF CALIFORNIA

By:   
**Ronald L. Moy, M.D.**  
**Chair**  
Panel B  
Division of Medical Quality

1 BILL LOCKYER, Attorney General  
of the State of California  
2 THOMAS S. LAZAR, State Bar No. 120621  
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7 Attorneys for Complainant

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10 **BEFORE THE**  
**DIVISION OF MEDICAL QUALITY**  
**MEDICAL BOARD OF CALIFORNIA**  
11 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 18-2002-139768

13 **EUGENE P. O'DONNELL, M.D.**  
8038 S. Painter Avenue  
14 Whittier, California 90602

**STIPULATED SETTLEMENT AND**  
**DISCIPLINARY ORDER**

15 Physician's and Surgeon's Certificate  
No. C 27965,

16  
17 Respondent.

18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
19 above-entitled matter that the following matters are true:

20 **PARTIES**

21 1. Complainant David T. Thornton is the Executive Director of the Medical  
22 Board of California and is represented in this matter by Bill Lockyer, Attorney General of the  
23 State of California, by Thomas S. Lazar, Deputy Attorney General.

24 2. Respondent Eugene P. O'Donnell, M.D., is represented in this matter by  
25 Raymond J. McMahon, Esq., Bonne, Bridges, Mueller, O'Keefe & Nichols, 1750 E. Fourth  
26 Street, Suite 450, Santa Ana, California 92705-3930.

27 3. On March 21, 1966, the Medical Board of California (hereinafter "Board")  
28 issued Physician's and Surgeon's Certificate No. C 27965 to respondent Eugene P. O'Donnell,

1 M.D. (hereinafter "respondent"). Said Certificate was in full force and effect at all times relevant  
2 to the charges brought in Accusation No. 18-2002-139768, is currently in full force and effect,  
3 and will expire on April 30, 2006, unless renewed.

#### 4 JURISDICTION

5 4. On January 13, 2004, complainant Ron Joseph, in his then official capacity  
6 as the Executive Director of the Board, filed Accusation No. 18-2002-139768 against respondent,  
7 a true and correct copy of which is attached hereto as Attachment "A" and incorporated by  
8 reference as if fully set forth herein.

9 5. On January 13, 2004, respondent was served with a true and correct copy  
10 of Accusation No. 18-2002-139768, together with true and correct copies of all other statutorily  
11 required documents, at his address of record then on file with the Board: 8038 S. Painter Avenue,  
12 Whittier, California 90602. On or about January 16, 2004, a Notice of Defense was filed on  
13 respondent's behalf by his attorney of record, Raymond J. McMahon, Esq.

#### 14 ADVISEMENT AND WAIVERS

15 6. Respondent has carefully read and fully understands the charges and  
16 allegations contained in Accusation No. 18-2002-139768, and has fully reviewed and discussed  
17 same with his attorney of record, Raymond J. McMahon, Esq.

18 7. Respondent has carefully read and fully understands the contents, force,  
19 and effect of this Stipulated Settlement and Disciplinary Order, and has fully reviewed same with  
20 his attorney of record, Raymond J. McMahon, Esq.

21 8. Respondent is fully aware of his legal rights in this matter including his  
22 right to a hearing on the charges and allegations contained in Accusation No. 18-2002-139768,  
23 his right to be represented by counsel at his own expense, his right to present witnesses and  
24 evidence and to testify on his own behalf, his right to confront and cross-examine all witnesses  
25 testifying against him, his right to the issuance of subpoenas to compel the attendance of  
26 witnesses and the production of documents, his right to reconsideration and court review of an  
27 adverse decision, and all other rights accorded him pursuant to the California Administrative  
28 Procedure Act, the California Code of Civil Procedure, and all other applicable laws, having been

1 fully advised of same by his attorney of record, Raymond J. McMahon, Esq. Respondent, having  
2 the benefit of counsel, hereby knowingly, intelligently, freely and voluntarily waives and gives up  
3 each and every one of the rights set forth and/or referenced above.

#### 4 CULPABILITY

5 9. Having the benefit of counsel, and with the exception of the charge of  
6 gross negligence contained in paragraph 11(h)(1) of the First Cause for Disciplinary Action and  
7 the charges and allegations of dishonesty or corruption contained in paragraphs 15(c) and 15(d)  
8 of the Fifth Cause for Disciplinary Action, respondent hereby knowingly, intelligently, freely and  
9 voluntarily admits the complete truth and accuracy of each and every charge and allegation  
10 contained in Accusation No. 18-2002-139768, a true and correct copy of which is attached hereto  
11 as Attachment "A", and agrees that he has thereby subjected his Physician's and Surgeon's  
12 Certificate No. C 27965 to disciplinary action. Respondent further agrees to be bound by the  
13 Division's imposition of discipline as set forth in the Disciplinary Order below.

#### 14 CONTINGENCY

15 10. The parties agree that this Stipulated Settlement and Disciplinary Order  
16 shall be submitted to the Division for its consideration in the above-entitled matter and, further,  
17 that the Division shall have a reasonable period of time in which to consider and act on this  
18 Stipulated Settlement and Disciplinary Order after receiving it.

19 11. The parties agree that this Stipulated Settlement and Disciplinary Order  
20 shall be null and void and not binding upon the parties unless approved and adopted by the  
21 Division, except for this paragraph, which shall remain in full force and effect. Respondent fully  
22 understands and agrees that in deciding whether or not to approve and adopt this Stipulated  
23 Settlement and Disciplinary Order, the Division may receive oral and written communications  
24 from its staff and/or the Attorney General's office. Communications pursuant to this paragraph  
25 shall not disqualify the Division, any member thereof, and/or any other person from future  
26 participation in this or any other matter affecting or involving respondent. In the event that the  
27 Division, in its discretion, does not approve and adopt this Stipulated Settlement and Disciplinary  
28 Order, with the exception of this paragraph, it shall not become effective, shall be of no

1 evidentiary value whatsoever, and shall not be relied upon or introduced in any disciplinary  
2 action by either party hereto. Respondent further agrees that should the Division reject this  
3 Stipulated Settlement and Disciplinary Order for any reason, respondent will assert no claim that  
4 the Division, or any member thereof, was prejudiced by its/his/her review, discussion and/or  
5 consideration of this Stipulated Settlement and Disciplinary Order or of any matter or matters  
6 related hereto.

#### 7 ADDITIONAL PROVISIONS

8 12. This Stipulated Settlement and Disciplinary Order is intended by the  
9 parties herein to be an integrated writing representing the complete, final and exclusive  
10 embodiment of the agreements of the parties in the above-entitled matter.

11 13. The parties agree that facsimile copies of this Stipulated Settlement and  
12 Disciplinary Order, including facsimile signatures of the parties, may be used in lieu of original  
13 documents and signatures and, further, that facsimile copies shall have the same force and effect  
14 as originals.

15 14. In consideration of the foregoing admissions and stipulations, the parties  
16 agree the Division may, without further notice to or opportunity to be heard by respondent, issue  
17 and enter the following Decision and Disciplinary Order:

#### 18 DECISION

19 Based upon the stipulations of the parties and admissions of respondent Eugene P.  
20 O'Donnell, M.D., above, the Division hereby finds and determines that, with the exception of the  
21 charge of gross negligence contained in paragraph 11(h)(1) of the First Cause for Disciplinary  
22 Action and the charges and allegations of dishonesty or corruption contained in paragraphs 15(c)  
23 and 15(d) of the Fifth Cause for Disciplinary Action, all of the charges and allegations contained  
24 in Accusation No. 18-2002-139768, and each of them, separately and severally, are true and  
25 correct, and that respondent Eugene P. O'Donnell, M.D., has thereby subjected his Physician's  
26 and Surgeon's Certificate No. C 27965 to disciplinary action.

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1 **DISCIPLINARY ORDER**

2 IT IS HEREBY ORDERED Physician's and Surgeon's Certificate No. C 27965  
3 heretofore issued to respondent Eugene P. O'Donnell, M.D., is revoked. However, the  
4 revocation is stayed and respondent is placed on probation for three (3) years on the following  
5 terms and conditions:

6 1. **EDUCATION COURSE:** Within 60 calendar days of the effective date of  
7 this Decision, and on an annual basis thereafter, respondent shall submit to the Division or its  
8 designee for its prior approval educational program(s) or course(s) which shall not be less than  
9 40 hours per year, for each year of probation. The educational program(s) or course(s) shall be  
10 aimed at correcting any areas of deficient practice or knowledge and shall be Category I certified,  
11 limited to classroom, conference, or seminar settings. The educational program(s) or course(s)  
12 shall be at respondent's expense and shall be in addition to the Continuing Medical Education  
13 (CME) requirements for renewal of licensure. Following the completion of each course, the  
14 Division or its designee may administer an examination to test respondent's knowledge of the  
15 course. Respondent shall provide proof of attendance for 65 hours of CME of which 40 hours  
16 were in satisfaction of this condition.

17 2. **MEDICAL RECORD KEEPING COURSE:** Within 60 calendar days of  
18 the effective date of this Decision, respondent shall enroll in a course in medical record keeping,  
19 at respondent's expense, approved in advance by the Division or its designee. Failure to  
20 successfully complete the course during the first 6 months of probation is a violation of  
21 probation.

22 A medical record keeping course taken after the acts that gave rise to the charges  
23 in the Accusation, but prior to the effective date of the Decision may, in the sole discretion of the  
24 Division or its designee, be accepted towards the fulfillment of this condition if the course would  
25 have been approved by the Division or its designee had the course been taken after the effective  
26 date of this Decision.

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1 Respondent shall submit a certification of successful completion to the Division  
2 or its designee not later than 15 calendar days after successfully completing the course, or not  
3 later than 15 calendar days after the effective date of the Decision, whichever is later.

4 3. ETHICS COURSE: Within 60 calendar days of the effective date of this  
5 Decision, respondent shall enroll in a course in ethics, at respondent's expense, approved in  
6 advance by the Division or its designee. Failure to successfully complete the course during the  
7 first year of probation is a violation of probation.

8 An ethics course taken after the acts that gave rise to the charges in the  
9 Accusation, but prior to the effective date of the Decision may, in the sole discretion of the  
10 Division or its designee, be accepted towards the fulfillment of this condition if the course would  
11 have been approved by the Division or its designee had the course been taken after the effective  
12 date of this Decision.

13 Respondent shall submit a certification of successful completion to the Division  
14 or its designee not later than 15 calendar days after successfully completing the course, or not  
15 later than 15 calendar days after the effective date of the Decision, whichever is later.

16 4. CLINICAL TRAINING PROGRAM: Within 60 calendar days of the  
17 effective date of this Decision, respondent shall enroll in a clinical training or educational  
18 program equivalent to the Physician Assessment and Clinical Education Program (PACE)  
19 offered at the University of California - San Diego School of Medicine ("Program").

20 The Program shall consist of a Comprehensive Assessment program comprised of  
21 a two-day assessment of respondent's physical and mental health; basic clinical and  
22 communication skills common to all clinicians; and medical knowledge, skill and judgment  
23 pertaining to respondent's specialty or sub-specialty, and at minimum, a 40 hour program of  
24 clinical education in the area of practice in which respondent was alleged to be deficient and  
25 which takes into account data obtained from the assessment, Decision(s), Accusation(s), and any  
26 other information that the Division or its designee deems relevant. Respondent shall pay all  
27 expenses associated with the clinical training program.

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1 Based on respondent's performance and test results in the assessment and clinical  
2 education, the Program will advise the Division or its designee of its recommendation(s) for the  
3 scope and length of any additional educational or clinical training, treatment for any medical  
4 condition, treatment for any psychological condition, or anything else affecting respondent's  
5 practice of medicine. Respondent shall comply with Program recommendations.

6 At the completion of any additional educational or clinical training, respondent  
7 shall submit to and pass an examination. The Program's determination whether or not  
8 respondent passed the examination or successfully completed the Program shall be binding.

9 Respondent shall complete the Program not later than six months after  
10 respondent's initial enrollment unless the Division or its designee agrees in writing to a later time  
11 for completion. Failure to participate in and complete successfully all phases of the clinical  
12 training program outlined above is a violation of probation.

13 If respondent fails to complete the clinical training program within the designated  
14 time period, respondent shall cease the practice of medicine within 72 hours after being notified  
15 by the Division or its designee that respondent failed to complete the clinical training program.

16 5. MONITORING - PRACTICE/BILLING Within 30 calendar days of the  
17 effective date of this Decision, respondent shall submit to the Division or its designee for prior  
18 approval as a practice and billing monitor, the name and qualifications of one or more licensed  
19 physicians and surgeons whose licenses are valid and in good standing, and who are preferably  
20 American Board of Medical Specialties (ABMS) certified. A monitor shall have no prior or  
21 current business or personal relationship with respondent, or other relationship that could  
22 reasonably be expected to compromise the ability of the monitor to render fair and unbiased  
23 reports to the Division, including but not limited to any form of bartering, shall be in  
24 respondent's field of practice, and must agree to serve as respondent's monitor. Respondent  
25 shall pay all monitoring costs.

26 The Division or its designee shall provide the approved monitor with copies of the  
27 Decision(s) and Accusation(s), and a proposed monitoring plan. Within 15 calendar days of  
28 receipt of the Decision(s), Accusation(s), and proposed monitoring plan, the monitor shall submit



1 a signed statement that the monitor has read the Decision(s) and Accusation(s), fully understands  
2 the role of a monitor, and agrees or disagrees with the proposed monitoring plan. If the monitor  
3 disagrees with the proposed monitoring plan, the monitor shall submit a revised monitoring plan  
4 with the signed statement.

5           Within 60 calendar days of the effective date of this Decision, and continuing  
6 throughout probation, respondent's practice and billing shall be monitored by the approved  
7 monitor. Respondent shall make all records available for immediate inspection and copying on  
8 the premises by the monitor at all times during business hours and shall retain the records for the  
9 entire term of probation.

10           The monitor(s) shall submit a quarterly written report to the Division or its  
11 designee which includes an evaluation of respondent's performance, indicating whether  
12 respondent's practices are within the standards of practice of medicine or billing, or both, and  
13 whether respondent is practicing medicine safely, billing appropriately or both.

14           It shall be the sole responsibility of respondent to ensure that the monitor submits  
15 the quarterly written reports to the Division or its designee within 10 calendar days after the end  
16 of the preceding quarter.

17           If the monitor resigns or is no longer available, respondent shall, within 5 calendar  
18 days of such resignation or unavailability, submit to the Division or its designee, for prior  
19 approval, the name and qualifications of a replacement monitor who will be assuming that  
20 responsibility within 15 calendar days. If respondent fails to obtain approval of a replacement  
21 monitor within 60 days of the resignation or unavailability of the monitor, respondent shall be  
22 suspended from the practice of medicine until a replacement monitor is approved and prepared to  
23 assume immediate monitoring responsibility. Respondent shall cease the practice of medicine  
24 within 3 calendar days after being so notified by the Division or designee.

25           In lieu of a monitor, respondent may participate in a professional enhancement  
26 program equivalent to the one offered by the Physician Assessment and Clinical Education  
27 Program at the University of California, San Diego School of Medicine, that includes, at a  
28 minimum, quarterly chart review, semi-annual practice assessment, and semi-annual review of

1 professional growth and education. Respondent shall participate in the professional enhancement  
2 program at respondent's expense during the term of probation.

3 Failure to maintain all records, or to make all appropriate records available for  
4 immediate inspection and copying on the premises, or to comply with this condition as outlined  
5 above is a violation of probation.

6 6. PROHIBITED PRACTICE: Respondent is prohibited from making and  
7 disseminating, or causing to be made and disseminated, any of the false and/or misleading  
8 advertising specified in Accusation No. 18-2002-139768.

9 7. NOTIFICATION: Prior to engaging in the practice of medicine, the  
10 respondent shall provide a true copy of the Decision(s) and Accusation(s) to the Chief of Staff or  
11 the Chief Executive Officer at every hospital where privileges or membership are extended to  
12 respondent, at any other facility where respondent engages in the practice of medicine, including  
13 all physician and locum tenens registries or other similar agencies, and to the Chief Executive  
14 Officer at every insurance carrier which extends malpractice insurance coverage to respondent.  
15 Respondent shall submit proof of compliance to the Division or its designee within 15 calendar  
16 days.

17 This condition shall apply to any change(s) in hospitals, other facilities or  
18 insurance carrier.

19 8. SUPERVISION OF PHYSICIAN ASSISTANTS: During probation,  
20 respondent is prohibited from supervising physician assistants.

21 9. OBEY ALL LAWS: Respondent shall obey all federal, state and local  
22 laws, all rules governing the practice of medicine in California, and remain in full compliance  
23 with any court ordered criminal probation, payments and other orders.

24 10. QUARTERLY DECLARATIONS: Respondent shall submit quarterly  
25 declarations under penalty of perjury on forms provided by the Division, stating whether there  
26 has been compliance with all the conditions of probation. Respondent shall submit quarterly  
27 declarations not later than 10 calendar days after the end of the preceding quarter.

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1                   11.    PROBATION UNIT COMPLIANCE: Respondent shall comply with the  
2 Division's probation unit. Respondent shall, at all times, keep the Division informed of  
3 respondent's business and residence addresses. Changes of such addresses shall be immediately  
4 communicated in writing to the Division or its designee. Under no circumstances shall a post  
5 office box serve as an address of record, except as allowed by Business and Professions Code  
6 section 2021(b).

7                   Respondent shall not engage in the practice of medicine in respondent's place of  
8 residence. Respondent shall maintain a current and renewed California physician's and  
9 surgeon's license.

10                  Respondent shall immediately inform the Division, or its designee, in writing, of  
11 travel to any areas outside the jurisdiction of California which lasts, or is contemplated to last,  
12 more than thirty (30) calendar days.

13                  12.    INTERVIEW WITH THE DIVISION OR ITS DESIGNEE: Respondent  
14 shall be available in person for interviews either at respondent's place of business or at the  
15 probation unit office, with the Division or its designee upon request at various intervals and  
16 either with or without prior notice throughout the term of probation.

17                  13.    RESIDING OR PRACTICING OUT-OF-STATE: In the event respondent  
18 should leave the State of California to reside or to practice, respondent shall notify the Division  
19 or its designee in writing thirty (30) calendar days prior to the dates of departure and return.  
20 Non-practice is defined as any period of time exceeding thirty (30) calendar days in which  
21 respondent is not engaging in any activities defined in Sections 2051 and 2052 of the Business  
22 and Professions Code.

23                  All time spent in an intensive training program outside the State of California  
24 which has been approved by the Division or its designee shall be considered as time spent in the  
25 practice of medicine within the State. A Board-ordered suspension of practice shall not be  
26 considered as a period of non-practice. Periods of temporary or permanent residence or practice  
27 outside California will not apply to the reduction of the probationary term. Periods of temporary  
28 or permanent residence or practice outside California will relieve respondent of the responsibility

1 to comply with the probationary terms and conditions with the exception of this condition and  
2 the following terms and conditions of probation: Obey All Laws; Probation Unit Compliance;  
3 and Cost Recovery.

4           Respondent's license shall be automatically canceled if respondent's periods of  
5 temporary or permanent residence or practice outside California totals two years. However,  
6 respondent's license shall not be canceled as long as respondent is residing and practicing  
7 medicine in another state of the United States and is on active probation with the medical  
8 licensing authority of that state, in which case the two year period shall begin on the date  
9 probation is completed or terminated in that state.

10           14. FAILURE TO PRACTICE MEDICINE - CALIFORNIA RESIDENT In  
11 the event respondent resides in the State of California and for any reason respondent stops  
12 practicing medicine in California, respondent shall notify the Division or its designee in writing  
13 within thirty (30) calendar days prior to the dates of non-practice and return to practice. Any  
14 period of non-practice within California, as defined in this condition, will not apply to the  
15 reduction of the probationary term and does not relieve respondent of the responsibility to  
16 comply with the terms and conditions of probation. Non-practice is defined as any period of time  
17 exceeding thirty (30) calendar days in which respondent is not engaging in any activities defined  
18 in sections 2051 and 2052 of the Business and Professions Code.

19           All time spent in an intensive training program which has been approved by the  
20 Division or its designee shall be considered time spent in the practice of medicine. For purposes  
21 of this condition, non-practice due to a Board-ordered suspension or in compliance with any  
22 other condition of probation, shall not be considered a period of non-practice.

23           Respondent's license shall be automatically canceled if respondent resides in  
24 California and for a total of two years, fails to engage in California in any of the activities  
25 described in Business and Professions Code sections 2051 and 2052.

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1                   15.    COMPLETION OF PROBATION: Respondent shall comply with all  
2 financial obligations (e.g., cost recovery, restitution, probation costs) not later than 120 calendar  
3 days prior to the completion of probation. Upon successful completion of probation,  
4 respondent's certificate shall be fully restored.

5                   16.    VIOLATION OF PROBATION: Failure to fully comply with any term or  
6 condition of probation is a violation of probation. If respondent violates probation in any respect,  
7 the Division, after giving respondent notice and the opportunity to be heard, may revoke  
8 probation and carry out the disciplinary order that was stayed. If an Accusation, or Petition to  
9 Revoke Probation, or an Interim Suspension Order is filed against respondent during probation,  
10 the Division shall have continuing jurisdiction until the matter is final, and the period of  
11 probation shall be extended until the matter is final.

12                  17.    LICENSE SURRENDER: Following the effective date of this Decision, if  
13 respondent ceases practicing due to retirement, health reasons or is otherwise unable to satisfy  
14 the terms and conditions of probation, respondent may request the voluntary surrender of  
15 respondent's license. The Division reserves the right to evaluate respondent's request and to  
16 exercise its discretion whether or not to grant the request, or to take any other action deemed  
17 appropriate and reasonable under the circumstances. Upon formal acceptance of the surrender,  
18 respondent shall within 15 calendar days deliver respondent's wallet and wall certificate to the  
19 Division or its designee and respondent shall no longer practice medicine. Respondent will no  
20 longer be subject to the terms and conditions of probation and the surrender of respondent's  
21 license shall be deemed disciplinary action. If respondent re-applies for a medical license, the  
22 application shall be treated as a petition for reinstatement of a revoked certificate.

23                  18.    PROBATION MONITORING COSTS: Respondent shall pay the costs  
24 associated with probation monitoring each and every year of probation, as designated by the  
25 Division, which are currently set at \$2874, but may be adjusted on an annual basis. Such costs  
26 shall be payable to the Medical Board of California and delivered to the Division or its designee  
27 no later than January 31 of each calendar year. Failure to pay costs within 30 calendar days of  
28 the due date is a violation of probation.

ACCEPTANCE


I, Eugene P. O'Donnell, M.D., have carefully read this Stipulated Settlement and Disciplinary Order and enter into it freely, voluntarily, intelligently, with the benefit of counsel, and with full knowledge of its force and effect on my Physician's and Surgeon's Certificate No. C 27965. By entering into this stipulation, I fully understand that, upon formal acceptance by the Division, my Physician's and Surgeon's Certificate No. C 27965 will be revoked, with said revocation being stayed, and that I will be placed on probation on the above terms and conditions. I fully understand that, if I violate the terms or conditions of my probation in any respect, the Division, after giving me notice and opportunity to be heard, may carry out the disciplinary order that was stayed, i.e., revocation of my Physician's and Surgeon's Certificate No. C 27965.

DATED: October 6, 2004.

  
EUGENE P. O'DONNELL, M.D.  
Respondent

I have read and fully discussed with respondent Eugene P. O'Donnell, M.D., the terms and conditions and other matters contained in this Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: October 6, 2004.

  
RAYMOND J. McMAHON, Esq.  
Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Division.

DATED: October 7, 2004.

BILL LOCKYER, Attorney General  
of the State of California

By

Thomas S. Lazar  
THOMAS S. LAZAR  
Deputy Attorney General

Attorneys for Complainant

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