Case Nos. A159792 and A160293

In The Court of Appeal, State of California
FIRST APPELLATE DISTRICT
DIVISION TWO

HELENA PAPPAS,
Plaintiff and Appellant

vs.

CAROLYN CHANG, M.D.,
Defendant and Respondent.

Appeal from the Superior Court of the State of California for the County of San Francisco — Case No. CGC18571679, Honorable Mary Wiss, Judge

APPLICATION FOR LEAVE TO FILE AMICUS CURIAE BRIEF AND BRIEF OF AMICUS CURIAE BY CENTER FOR PUBLIC INTEREST LAW IN SUPPORT OF APPELLANT HELENA PAPPAS

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APPLICATION FOR LEAVE TO FILE AMICUS CURIAE BRIEF

INTRODUCTION

The Center for Public Interest Law (CPIL), a nonprofit academic center of research and advocacy in regulatory and public interest law at the University of San Diego School of Law, respectfully applies for leave to file the accompanying amicus curiae brief in support of Appellant Helena Pappas, pursuant to Rule 8.200(c) of the California Rules of Court. This brief is being timely filed within 14 days after the filing of appellant's reply brief, which was filed on May 17, 2021.

A. Statement of Interest of Amicus Curiae, and Statement of How the Proposed Amicus Curiae Brief Will Assist the Court in Deciding the Matter

CPIL wishes to provide this Honorable Court with background information on this matter based on its expertise with respect to the public policies at issue related to the regulation of physicians and surgeons in California.

For over 40 years, CPIL has represented the interests of the unorganized and underrepresented in state regulatory proceedings. The Center serves as a public monitor of California's major state regulatory agencies, including the Medical Board of California (MBC), in order to promote their efficiency, visibility, and responsiveness to democratic values. In addition to monitoring the activities of state agencies, CPIL monitors the activity of the state Legislature and the courts as to the professions and trades regulated by the agencies, and publishes the *California Regulatory Law Reporter*, which exposes

the activities of all three branches of government as to the regulation of trades and professions.

Since 1986, CPIL has taken a special interest in the Medical Board and its enforcement program, which—because it is intended to protect patients from physicians who are incompetent, negligent, reckless, impaired, and/or otherwise dangerous—is one of the most important regulatory functions in the state.

In 1986, CPIL secured a three-year grant to study MBC's physician discipline system. In 1989, CPIL published *Physician Discipline in California: A Code Blue Emergency*, a 100-page critique of the Board's enforcement program; the report—dubbed "*Code Blue*"—described the fragmented structure, minimal output, and misguided priorities of the Board's physician discipline system as it then existed, and outlined substantial structural and administrative reforms that would cure those flaws.

CPIL's critique quickly led to comprehensive reform legislation. In 1990, CPIL sponsored Senate Bill 2375 (Presley) (Chapter 1597, Statutes of 1990), which implemented many of the recommendations in *Code Blue*. Among many other things, SB 2375 amended Business and Professions Code section 2229 to elevate public protection above physician rehabilitation as the "paramount" priority of MBC's enforcement program. SB 2375 created the Health Quality Enforcement (HQE) Section in the Attorney General's Office.[1] SB 2375 also created a special

[1] Cal. Gov't Code, § 12529 et seq.

Medical Quality Hearing Panel (MQHP) of administrative law judges (ALJs) within the Office of Administrative Hearings (OAH).[2] Before any other California occupational licensing board had the authority to "interim suspend" the license of an egregiously dangerous licensee pending conclusion of the lengthy disciplinary process, SB 2375 authorized MBC and HQE to seek interim suspension of a physician's license from an OAH ALJ. The bill also enhanced required reporting to MBC on physician negligence and misconduct; increased the maximum penalty against hospitals for failure to report adverse peer review actions to MBC as required by Business and Professions Code section 805; and required MBC to annually report certain specific information to the Legislature and the public.

In 1993, CPIL co-sponsored SB 916 (Presley) (Chapter 967, Statutes of 1993), which further implemented its *Code Blue* recommendations by enhancing the authority of MBC investigators to request and receive medical records from physicians under investigation; adding a "public letter of reprimand" to the Board's spectrum of disciplinary remedies; enhancing the resources for MBC's enforcement program by increasing its biennial license renewal fees; and amending Business and Professions Code section 2337 to streamline judicial review of MBC disciplinary decisions. As against a constitutional challenge, the amendments to section 2337 were upheld by the Supreme Court of California in *Leone v. Medical Board of California* (2000) 22 Cal.4th 660. SB 916 also codified the

[2] *Id.* at §§ 11371 et seq.

Board's changes to its public disclosure policy, which MBC adopted at the behest of CPIL, and which survived a litigation challenge mounted by the California Medical Association; today, that public disclosure policy is reflected in Business and Professions Code sections 803.1 and 2027.[3]

In addition to representing the interests of patients before the Board and in the Legislature, CPIL has also fought for patients in court. In 1995, CPIL filed amicus curiae briefs in support of the Medical Board in *California Medical Association v. Medical Board of California*, Case No. 376275, a Sacramento County Superior Court challenge to the Board's progressive public disclosure policy; MBC and CPIL prevailed. Also in 1995, CPIL contributed an amicus curiae brief in support of the Medical Board's position in the Supreme Court's unanimous decision in *Arnett v. Dal Cielo* (1996) 14 Cal. 4th 4, which rejected the medical profession's attempt to secrete internal hospital "peer review" records from the Board. In that matter, a hospital and the medical profession sought to characterize formal Medical Board investigations as "civil discovery," minimize the Board's role as the government regulator of the profession, and

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[3] Since 1993, CPIL has sponsored, drafted, and/or supported at least two dozen other pieces of successful legislation to strengthen the Medical Board's physician discipline system; additionally, it has helped to block or amend numerous pieces of legislation sponsored by the medical profession that would have served to protect the medical profession rather than patients. CPIL has also participated actively in the Legislature's periodic "sunset reviews" of the Medical Board's performance in 1997, 2002, 2005, 2013, and 2017, and is now actively involved in the Board's current sunset review.

elevate their own perceived "public protection" role over that of the Board. The Court unanimously rejected all of those arguments and established the Medical Board's preeminent governmental role in protecting public health and safety.

Finally, CPIL's former Administrative Director, Julianne D'Angelo Fellmeth, personally attended quarterly Medical Board meetings for over 30 years and personally investigated and audited the Medical Board's enforcement program while serving as the Medical Board Enforcement Program Monitor from 2003 - 2005.[4] CPIL's current Administrative Director, Bridget Gramme, continues to attend the meetings and was invited by the Legislature to testify as a witness before the Joint Sunset Review Oversight Committee regarding MBC's March 2021 sunset review hearing.

It is fair to say that CPIL knows as much or more about MBC than anyone in the State of California, particularly as it relates to advocating for policies that reinforce the Medical Board's paramount priority to protect the public, including those that assist MBC in identifying and disciplining incompetent and unethical physicians.

This case concerns two matters of public policy, for which CPIL directly advocated before the legislature: 1) Bus. & Prof. Code § 2220.7 (prohibiting doctors from including in civil

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[4] *See* Julianne D'Angelo Fellmeth and Thomas A. Papageorge, *Initial Report of the Medical Board Enforcement Monitor* (November 1, 2004); Julianne D'Angelo Fellmeth and Thomas A. Papageorge, *Final Report of the Medical Board Enforcement Monitor* (November 1, 2005)

settlement agreements a so-called "regulatory gag clause," a "provision that prohibits another party to the dispute from contacting or cooperating with the board" or "filing a complaint with the board," and declaring that any such provision is "void as against public policy;");[5] and 2) Bus. & Prof. Code § 801.01 (including legislative findings and declarations that "the filing of reports with the applicable state agencies required under this section is essential for the protection of the public," and requiring malpractice insurers to provide a "complete report" to MBC for all civil malpractice settlements in excess of $30,000 for damages or personal injury caused by a licensee's alleged negligence, error, or omission in practice.[6] *See also* Julianne D'Angelo Fellmeth and Thomas A. Papageorge, *Initial Report of the Medical Board Enforcement Monitor* (November 1, 2004) (hereinafter "*Initial Report*") at p. ES 16 ("[MBC] is often deprived of information about dangerous physicians through the inclusion of 'regulatory gag clauses' in civil settlement agreements. Regulatory gag clauses should be statutorily banned for all regulated trades and professions and particularly for physicians in light of the irreparable harm doctors can cause.")

B. **Statement Regarding Preparation of the Brief**

Pursuant to Rule 8.200(c) of the California Rules of Court, no party or counsel for any party in the pending appeal authored the proposed amicus brief in whole or in part. Neither counsel for a party, nor a party, made any monetary contribution directly or

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[5] *See* AB 2260 (Negrete McCloud) (Chapter 565, Statutes of 2006)
[6] *See* SB 1438 (Figueroa) (Chapter 223, Statutes of 2006)

indirectly to fund the preparation or submission of this brief. No monetary contributions were made to CPIL, or any member of CPIL, or the authors of this brief.

C. Conclusion

Because CPIL has an important and significant interest in the outcome of this matter, and because the proposed amicus curiae brief will assist the Court, CPIL respectfully requests the Court grant leave to file the attached brief.

DATED: June 1, 2021

Respectfully submitted,

CENTER FOR PUBLIC INTEREST LAW

By: /s/*Bridget Fogarty Gramme*
BRIDGET FOGARTY GRAMME

BRIEF OF AMICUS CURIAE CENTER FOR PUBLIC INTEREST LAW IN SUPPORT OF HELENA PAPPAS

INTRODUCTION

Based on its four decades of experience advocating for public policy in California that protects patients from unsafe physicians, the Center for Public Interest Law (CPIL) submits this amicus curiae brief to provide the Court with some additional perspective as to the critically important public policy and patient protection implications that this matter presents.

Article I, Section 1 of California's Constitution enumerates safety as an "inalienable right" held by the people of California. When it comes to the safety of California's patients, the state's chief mechanism in protecting them from incompetent and unethical physicians and surgeons is the Medical Board of California (MBC or the Board). Pursuant to the Medical Practice Act,[7] MBC issues licenses to practice medicine in California, and has the authority to limit and/or revoke these licenses if necessary to prevent further patient harm.

But the Board can only take action against its licensees if it is alerted to conduct that violates the Medical Practice Act, thus

[7] Business and Professions Code sections 2000, *et seq.*

prompting an investigation. Thus it relies heavily on patient complaints and mandated reports from other entities, such as insurers, hospitals, and courts, about its licensees.

In its oversight role over the Board, the Legislature has addressed, and passed laws to mitigate, unscrupulous tactics by physicians and their lawyers to prevent the Board from ever receiving information about a physician's conduct and allowing them to continue practicing without any scrutiny by the Board.

The facts presented by this case demonstrate precisely such tactics, and the policies put in place to prevent them. In its efforts to adjudicate this matter based on the contract negotiations alone, the trial court appears to have overlooked the Respondent's blatant attempts to avoid disclosure of the underlying incident to the Board in violation of two critical statutes: section 2220.7 of the Business and Professions Code, which prohibits "regulatory gag clauses," and section 801.01, which requires malpractice insurers to report malpractice settlements in excess of $30,000 to MBC.[8]

[8] Both of these statutes were adopted one year after CPIL's Administrative Director published her final report as the Medical Board's legislatively-appointed Enforcement Monitor, and were among the 65 recommendations she made to improve the Board's

As set forth in detail below, upholding the trial court's order would set a dangerous precedent by condoning physician attempts to circumvent regulation. It would also significantly hamper the Board's ability to identify and investigate physicians who may be imposing significant harm on their patients, and undermine the Legislature's express intent to stop these practices.

Accordingly, CPIL respectfully submits that the trial court's order should be reversed and remanded.

ARGUMENT

Where, as here, the terms of an agreement run counter to public policy – especially where that public policy is articulated in legislation – that term is unenforceable. *See Cariveau v. Halferty* (2000) 83 Cal.App.4th 126, 131–32, *citing* Rest.2d Contracts, § 178. Specifically, the term is unenforceable on the grounds of public policy if the interest in its enforcement is "clearly outweighed" in the circumstances by a public policy against the enforcement of such terms. *Ibid.*

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enforcement program to better protect the public. *See* Julianne D'Angelo Fellmeth and Thomas A. Papageorge, *Final Report of the Medical Board Enforcement Monitor* (November 1, 2005) at p. 204 (Recommendation #17;) and 206 (Recommendation #49).

In this case, the evidence admitted at trial makes clear that Respondent, in negotiating the terms of the "more comprehensive settlement agreement," had every intention of prohibiting Ms. Pappas from proactively reporting any information to MBC about 1) Respondent's underlying conduct pertaining to Appellant's medical treatment, and 2) the terms of the settlement agreement itself as to the distribution of payments between the Respondent's personal funds and her insurer. Each of these prohibitions violates distinct but equally important statutes, adopted to ensure that the Medical Board has the information it needs to protect California's patients.

Such terms must be deemed void as against public policy; indeed, they will become standard practice if upheld here. The trial court erred in dismissing Appellant's arguments in this regard.

A. Respondent's Proposed Confidentiality Agreement Was Effectively a Gag Clause and Violates Express Public Policy in Bus. & Prof. Code, § 2220.7

Settlement terms which prohibit consumers from disclosing wrongful conduct about a licensee to their licensing board, known as "regulatory gag clauses," present many serious problems — both for the agency that is being deprived of information about its

own licensees, and for the unsuspecting consumer who continues to be exposed to unscrupulous and/or incompetent state licensees because their regulators cannot take appropriate disciplinary action against them. Indeed they are the very antithesis of the purpose of regulatory agencies.

Based on our experience monitoring the regulated professions, we supported AB 2260 (Negrete McCloud) (Chapter 565, Statutes of 2006), which added section 2220.7 to the Business and Professions Code to prohibit physicians and surgeons from utilizing these clauses, and later in in 2012 with the enactment of AB 2570 (Hill), a prohibition applicable to all boards within the Department of Consumer Affairs, now codified as section 143.5 of the Business and Professions Code. All of this legislation was driven by three public policy concerns regarding the use of these types of confidentiality clauses.

First, regulated licensees should not be able to unilaterally deprive regulators of information about their own misconduct committed in the course and scope of the regulated business.

Second, concealment from the regulator should not be "on the table" during civil settlement negotiations. The civil tort system and the administrative process have very different

purposes and standards. An outcome in one system (civil) should not necessarily dictate the outcome in the other (regulatory). Agencies should not be deprived of the discretion to investigate complaints.

Finally, an injured patient or consumer should not be put in the position of having to decide between two competing incentives: "I should take the money and run" vs. "I'd really like to help prevent what happened to me from happening to others." This is precisely the "Catch 22" scenario in which the Appellant found herself in this case, and her unwillingness to agree has since deprived her of the agreed-upon settlement funds.

With this background in mind, and particularly keeping in mind that the Board's discipline system is entirely reliant on the receipt of complaints which prompt the Board to initiate investigations and the disciplinary process, it is clear that Respondent's counsel's proposed terms for the confidentiality agreement were expressly designed to prevent Appellant from proactively alerting the Board about Respondent's conduct pertaining to her case.

The terms of the confidentiality agreement, as proposed by Respondent's counsel on July 6, 2018 would have required

Appellant to agree that she would not disclose the "Agreement, the terms of the Agreement, or the amount of the settlement, to ***any third parties unless she is legally required to do so***." (JA 8) (emphasis added). When Ms. Pappas, through her counsel, challenged the breadth of the proposed confidentiality clause because it would prohibit her from communicating with the Board, Respondent's counsel's carefully worded response on July 18 speaks volumes. Her proposed revision, "This provision does not prohibit Releasor from disclosures to the California Medical Board or any other government agency ***if such information is requested by the Board*** or another government authority," is carefully limited to disclosures only if the Board requests information from her. (JA 16) (emphasis added) Any ambiguity about the intent to preclude Appellant from proactively approaching MBC about this incident is cleared up by the final line of the email. "I am concerned that she might make a complaint to the Board. She is not legally required to do that." (*Ibid.*)

Business and Professions Code § 2220.7 provides, in pertinent part:

> (a) A physician and surgeon shall not include or permit to be included any of the following provisions in an agreement to settle a civil dispute arising from his or her practice, whether the agreement is made before or after filing the action:
>
> (1) A provision that prohibits another party to the dispute from contacting or cooperating with the board.
>
> (2) A provision that prohibits another party to the dispute **from filing a complaint with the board.**
>
> (3) A provision that requires another party to the dispute to withdraw a complaint he or she has filed with the board.
>
> (b) A provision described in subdivision (a) **is void as against public policy**.

(emphasis added) created by AB 2260 (Negrete McCloud) (Chapter 565, Statutes of 2006.

In finding that that the proposed confidentiality clause did not violate section 2220.7, the trial court erred by failing to consider the critical distinction between Appellant's ability to *proactively report* the underlying facts of the lawsuit to the Board on the one hand, and any obligation she may have to *respond* to the Board if asked for information on the other– a distinction which would prevent the Board from ever learning about Respondent's conduct in the first place. The court rejected Ms. Pappas's argument that her counsel's email exchange with defense counsel on 7/18/18 demonstrated evidence that the agreement was designed to preclude her from making a

complaint with the Board (*see* JA 16), and concluded that the agreements did not violate § 2220.7 because both the 6/29/18 Settlement Agreement and the 7/6/18 proposed Confidential Release Agreement permitted disclosures "required by law." "The two agreements do not preclude a complaint to the Medical Board, but as worded provide for confidentiality of the *case and the terms and amount of the settlement agreement* unless disclosure is required by law." (Statement of Decision at p. 9, lines 7-9) (emphasis in original)

But this conclusion entirely misses the fact that, as Respondent's counsel rightly pointed out, Appellant is not "legally required" to file a complaint with the Board. (JA 16). The issue here is not the right of a victim to refuse to answer a subpoena from the Medical Board, it is to essentially inhibit the Board from knowing about the issue in the first place. Indeed, the terms of the Settlement Agreement expressly provided for mutual confidentiality as to the "underlying case," without any exception for reports to the Board, and the proposed release permitted disclosures only "if such information ***is requested by the Board"*** (*ibid.*, emphasis added). This effectively "gags" Appellant from going to the Board on her own and filing a complaint about her

physician's conduct. It is silencing a victim from reporting her physician's potential misconduct to the public regulator of that physician, and therefore violates the letter and intent of applicable law.

The trial court's error in overlooking Respondent's intentions in this regard, as evidenced by the July 18 email (JA 16), validates this unscrupulous behavior. If allowed to stand it will reverse a decade of successful and publicly beneficial reforms, and will have implications beyond the medical profession alone.[9] As noted above, these provisions were enacted after it came to light that it had been common practice for licensed professionals to use the leverage of a money settlement to deprive the regulatory agency of notice that a potentially negligent (or other harmful) act has occurred. Moreover, allowing such malfeasance as a precedent assures that any attentive attorney will incorporate such "gag" provisions as a matter of course.

[9] *See* Bus. & Prof. Code, § 143.5 (applying the regulatory gag clause provision in § 2220.7 to all boards in the Department of Consumer Affairs)

Critically, the trial court did not conduct any sort of balancing test in considering the public policy issues at stake. *See Cariveau, supra*, 83 Cal.App.4th at 134-137 (weighing the public policy of encouraging investors to report wrongdoing against the general interest in resolving disputes without litigation, and finding confidentiality clause in a settlement agreement that restricted reporting to the securities regulator to be void as against public policy after applying balancing test set forth in Restatement of Contracts § 178). "To permit [defendant's] violations of rules and shield them from administrative review in an agreement to silence wrongdoing would undermine the public's confidence in the integrity of securities oversight. This type of secret settlement should not be left in some dark oubliette, leaving investors unprotected. To countenance this agreement would encourage future NASD violators to hide their misdeeds in a secret agreement free from the light of regulatory scrutiny." *Id.* at p. 137.

These precise policy implications are at play in this case, yet the Statement of Decision is devoid of any such analysis. The confidentiality clause, as proposed, violates the spirit and the

letter of section 2220.7 of the Business and Professions Code and should be found to be void as against public policy.

B. The Proposed Release Appears to Have Been Designed to Avoid Malpractice Settlement Disclosure to the Board

Just as it too quickly dismissed Ms. Pappas's argument with respect to the proposed language of the confidentiality clause, the trial court also erred in overlooking the proposed agreement's clear design to avoid statutory reporting obligations regarding civil settlements of malpractice claims.

Section 801.01 of the Business and Professions Code begins with express legislative findings that emphasize the underlying public policy rationale for the provision: "The Legislature finds and declares that the filing of reports with the applicable state agencies required under this section is essential for the protection of the public. It is the intent of the Legislature that the reporting requirements set forth in this section be interpreted broadly in order to expand reporting obligations." It goes on to require, in pertinent part, professional liability insurers to send a "complete report to the Medical Board of California" regarding a licensee's "settlement over $30,000 . . . of a claim or action for damages for . . . personal injury caused by the licensee's alleged negligence,

error, or omission in practice." Bus. & Prof. Code § 2220.7, subd. (a)(1), (b)(1). Subdivision (b)(2) requires the licensee or her counsel to make the report *"if the licensee does not possess professional liability insurance."* (emphasis added)

Respondent's proposed Release dated July 6, 2018 at ¶ 5 purports to divide the settlement into two payments: a check for $29,999.99 to be paid by Respondent's professional liability carrier, and $70,000.01 to be paid by Respondent personally. (JA 11) In considering Ms. Pappas's argument that this proposed division of payment was designed to avoid reporting to MBC and should be void as against public policy, the trial court again failed to conduct any sort of balancing test or consider the public policy implications behind section 801.01. *Cariveau, supra*, 83 Cal.App.4th at 134-137. Without citing to the record, the court merely concludes that the "7/6/18 Release . . . clearly states that the amount of the settlement is $100,000.00 and obligates the insurer to report the settlement to the Medical Board." (Statement of Decision at p. 8 lines 21-23) But the proposed Release makes no such aggregate calculation of the settlement nor does it contain any such requirement that the settlement be reported.

Instead it appears to be cleverly worded to *avoid* such disclosure. Subdivision (b)(1) requires an insurer to report settlements over $30,000 to the Board, but under the terms of the agreement, it will only be paying $29,999.99. One could certainly argue that the insurer, therefore would not be technically required to report to the Board. And subdivision (b)(2) only requires the licensee or her counsel to report to the board *if she does not have liability insurance*. But in this case, she does have insurance, so she could argue she is not obligated to report either.

The court found Respondent to be credible in her testimony that "she paid the additional $70,000.01 because she wanted to be done with the case and conclude the litigation with a former patient" (Statement of Decision at lines 23-26), but acknowledges that "[f]urther testimony as to why there were two settlement checks was limited due to the mediation and attorney/client privileges." (*Id.* at p. 4, n. 2) Particularly given the 7/18/18 email indicating Respondent's counsel's fear that Ms. Pappas would report her client's conduct to MBC, it is difficult to imagine any logical reason why the agreement would be structured so that the professional liability company would pay one cent less than the amount which triggers reports to the Board.

Just as with the regulatory gag clause discussed above, to permit this type of contractual provision to stand, without any commentary or consideration as to the public policy implications of permitting such provisions, will merely encourage future physicians accused of misconduct and their attorneys from continuing to structure secret agreements so as to hide their misdeeds from MBC's scrutiny. The court erred when it so cavalierly dismissed these policy arguments.

CONCLUSION

The medical profession involves extraordinary reliance of patients and dire potential consequences from incompetent practice. Certainly, making a mistake that gives rise to damages may not warrant licensure revocation or even serious discipline. But it needs to be known by those whose duty it is to assure competent practice. Accordingly, the law prohibits the inclusion of any provision in any settlement agreement that stymies not only compliance with the law and proper inquiries made, but also the *right of the victim to report the applicable events to the agency*. The law also requires outside entities, such as professional liability insurers to report certain settlements to the Board to facilitate its oversight over physicians.

We respectfully ask this Honorable Court to reject the proposed settlement provisions at issue in this case clearly and decisively. Its survival will result in their likely universal inclusion in all settlement agreements because of the incentives discussed above, and will undermine the public policy objectives mandated by the Legislature.

DATED: June 1, 2021

Respectfully submitted,

CENTER FOR PUBLIC INTEREST LAW

By: /s/*Bridget Gramme*
BRIDGET GRAMME

CERTIFICATE OF COMPLIANCE OF WORD COUNT

I, Bridget Gramme declare:

Pursuant to California Rules of Court, 8.204(c), I hereby certify that using the word count function within the Microsoft Word software by which this amicus curiae brief was prepared, this brief contains 4,990 words.

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

Executed on June 1, 2021 at San Diego, California.

By: /s/*Bridget Gramme*
BRIDGET GRAMME

PROOF OF SERVICE

I declare:

At the time of service I was at least 18 years of age and not a party to this legal action. My address is 5998 Alcala Park, San Diego, California 92108. I served document(s) described as APPLICATION FOR LEAVE TO FILE AMICI CURIAE BRIEF AND BRIEF OF AMICUS CURIAE CENTER FOR PUBLIC INTEREST LAW IN SUPPORT OF APPELLANT HELENA PAPPAS as follows:

On June 1, 2021, TrueFiling created, submitted and signed the proof of service on my behalf through my agreements with TrueFiling.

The contents of this proof of service are true to the best of my information, knowledge, and belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: /s/*Bridget Gramme*
BRIDGET GRAMME