



GREAT REPUBLIC INSURANCE COMPANY

470 SOUTH PATTERSON AVENUE • SANTA BARBARA, CA 93111-2499 • (805) 964-4724

December 30, 1985

Mr. William Horner
70 Hartford
San Francisco, CA 94114

Date: June 4, 1985 to October 18, 1985
Patient: William Horner
Insured: Same
Billing Unit #: CAS-24150
Provider: Paul Isakson, M.D.
William Heer, M.D.
Alan Berman, M.D.
R.K. Davies Medical Center
International Clinical Lab

Dear Mr. Horner:

We have received charges from the above provider for treatment of your condition.

Your policy contains a pre-existing condition clause which reads:

"Any expenses incurred in connection with the same or related cause or condition which became manifest or for which a Covered Person received any medical care or services or supplies or used any drugs or medicines within the 12-month period immediately before becoming insured. This limitation will remain effective until a Covered Person has been continuously insured under this policy for a period of 24 consecutive months commencing on the date the Covered Person became covered under this plan."

These provisions are explained on Page 14, Part A of your policy book.

FOR:
GARY WOOD
FROM: yh
Elizabeth
Bird

BAY AREA LAWYERS FOR INDIVIDUAL FREEDOM

THE AIDS LEGAL REFERRAL PANEL

1. The Need for the AIDS Panel

More than two new cases of AIDS are being diagnosed each day in the San Francisco Bay Area alone. In February 1986, for example, more than 100 new cases of this terminal disease were diagnosed. Each of these cases represents far more than a mere statistic: it represents a personal tragedy, a horrible loss of an irreplaceable life.

In addition to their critical medical condition, most persons with AIDS also face serious personal and legal problems as a direct result of their illness. They need wills and powers of attorney, they face loss of their insurance benefits, and they often suffer from the outrageous insult of employment and housing discrimination. BALIF's AIDS Panel is the only northern California provider of free legal services to persons with AIDS and ARC (AIDS-related conditions).

Every study indicates that the AIDS epidemic will continue to spread, and as the epidemic continues to spread, the need for high-quality, free legal representation for indigent AIDS patients will only escalate. The Bay Area Lawyers for Individual Freedom (BALIF) AIDS Panel, co-sponsored by BALIF and the National Foundation for Individual Rights (NEFIR), has provided free legal services to persons with AIDS and ARC since 1982. Until 1986, BALIF's AIDS Panel operated on an entirely volunteer basis, and our volunteer attorneys (more than 100 as of March 1986) continue to donate their services to the Panel.

In January 1986, thanks to funding from four local foundations, numerous law firms and scores of individual contributors, the BALIF AIDS Panel was able to hire a part-time intake counselor/administrator. Working alongside the AIDS Employment Discrimination Project of the San Francisco Employment Law Center, our staffperson has been able to improve the quality of our services dramatically, and has significantly improved the administration and organization of our Panel.

The Panel now seeks to raise \$50,000 to hire a full time staffperson for 1987, to continue to provide office support for the Panel, and to expand the educational services of the Panel. This staffperson will stabilize the program and insure its continuance, and will allow for the most efficient use of the Panel's 100 volunteer attorneys. In view of the growing demand for our services and the expanding number of attorneys on our Panel, a full time staffperson will definitely be needed in 1987.

Our one staffperson will enable the Panel to deliver the donated services of more than a hundred attorneys in an effective and meaningful manner. Our Panel needs funds to hire our staffperson, to enable us to pay the salary and provide an office for our program.

BALIF, northern California's 400-member professional organization of lesbian and gay attorneys and law students, was established in 1980. BALIF provides professional and social support for its members, serves as a legal voice for the lesbian and gay community, works to further the legal rights of the community, and provides pro bono legal services to the Bay Area's lesbian and gay community. BALIF has no paid staff, and devotes its entire membership budget to the direct costs of its professional activities.

The Panel is co-sponsored by NEFIR, a non-profit 501(c)3 organization founded to provide educational and legal services for lesbians and gay men.

2. The BALIF AIDS Panel

Regardless of their economic status prior to their diagnosis, most AIDS and ARC patients have seen their financial resources drained away by long-term unemployment and soaring medical bills. Those who initially have some limited resources usually face impending unemployment and impoverishment due to the impact of their disability and their medical expenses. Our statistics from February 1986, for example, indicate that more than two-thirds of our clients have incomes of less than \$6,000 per year. Without our pro bono panel, most of our clients could never obtain the services of an attorney.

In addition to their need for medical care, persons with AIDS and ARC face a wide variety of delicate and difficult legal problems. Persons with AIDS need high quality, low cost, sensitive and readily available legal services, and the BALIF AIDS Panel provides the only legal team in the Bay Area with the special concern, special training and special sensitivity needed by persons with AIDS.

The basic services provided by the attorneys on the BALIF AIDS Panel include an initial general consultation, the preparation of a simple will, and the drafting of powers of attorney and directives to physicians. These include the valuable health care power of attorney, which enables the patient to delegate the power to make medical decisions to a friend, lover or family member. More than half of our clients require these vital legal documents, and these basic services are always provided by our attorneys at no cost to the client.

Many AIDS patients also need additional legal and counseling services, in order to organize their financial, medical, housing and family needs. These additional services are provided on a no-cost basis to all indigent and low-income clients. Depending upon the economic situation of the client and the availability of attorneys, these services are provided for those few clients who can pay on an ability-to-pay basis. Our staffperson insures that the Panel's no-cost policies are properly applied, and the attorneys are required to contribute a percentage of any fees received from these referrals towards the administrative budget of the Panel. This structure insures that those most in need of our services will always be provided for promptly and effectively, and insures that those able to pay contribute to the cost of administering the Panel.

The Panel's additional services cover areas such as employment disputes, termination of insurance benefits, real property and landlord/tenant disputes, applications for disability and Social Security benefits, creditor and collection disputes, collection of retirement and military benefits, family and conservatorship problems, and criminal defense. Our recent experience indicates that a substantial number of our clients need assistance with employment discrimination matters, housing complaints, and government benefits disputes, and our attorneys are available to offer advocacy, guidance and, where appropriate, formal litigation. Our Panel also files impact litigation where that is appropriate, seeking to achieve class-based remedies where that would be most efficient.

Many of our clients also have painful conflicts with family members, friends and lovers, and our attorneys are repeatedly asked to mediate and help resolve these difficult situations. And, while many of these problems are similar in some ways to those that face the general community, there is a pressing need for pro bono attorneys who are sensitive to -- and willing to work with -- the special legal and personal needs of persons with AIDS.

The BALIF AIDS Panel also provides telephone advice to bedridden AIDS patients in emergency situations. Indeed, many

of our consultations occur at hospitals, hospices or at the client's home -- a service unheard of in most areas -- and our attorneys are repeatedly asked to make emergency home and hospital visits. In addition to this invaluable legal assistance to individual clients, members of the Panel also give public lectures and educational seminars for AIDS patients, as well as for volunteers and professionals who work with persons with AIDS.

Our all-volunteer Panel currently consists of 100 attorneys, paralegals and law students. The Panel provides services in San Francisco, Alameda, Marin, San Mateo, Contra Costa, Sonoma and Santa Clara counties. In the past three years, the Panel has assisted more than 1,500 clients, approximately 1,000 of whom have also been given immediate telephone advice. A compilation of a recent month of client statistics can be found at the conclusion of this Proposal.

The Panel receives referrals from many organizations and individuals, including the AIDS Foundation, Shanti Project, AIDS Hospice, all Bay Area hospitals, private physicians, San Francisco Human Rights Commission, University of San Francisco Health Sciences Campus, the Pacific Center, Operation Concern, Bay Area Physicians for Human Rights, San Francisco Mayor's Office, the AIDS Community Partnership, and the Employment Law Center. Support letters from several of these organizations can be found attached to this Proposal.

3. The 1987 Proposal

Until January 1986, the Panel's co-chairs also served as the administrators and intake counselors for the Panel, answering the telephone and locating the attorneys. Thanks to contributions from local foundations, law firms, and scores of individual contributors, the Panel hired a five-eighths-time administrator/intake counselor. Our salary and office costs for 1986 will be \$25,000.

The primary duties of the staffperson are to respond to the steady stream of phone requests for assistance from AIDS patients (approximately five per day); conduct brief initial intake interviews; and refer the client to an appropriate and available attorney for assistance. Our administrator compiles information on the expertise, availability and special skills of each attorney, and remains in close telephone contact with the Panel attorneys to ensure that each client is fully served.

In addition to the basic intake and referral work, our administrator coordinates the educational activities of the Panel, disseminating model forms prepared by the attorneys, organizing workshops for panel members, and relaying vital

information between panel members. The administrator has developed forms and procedures for handling routine matters, such as applications for disability and medical assistance, and compiles detailed statistics on the Panel's work. Our staffperson also helps coordinate our work with other AIDS-services agencies, handling correspondence, attending community meetings, and bringing vital information to the attention of the panel members. Finally, the staffperson helps organize the fundraising efforts of the Panel, to ensure that the Panel has sufficient funds for future years.

The ideal candidate for this position is someone with experience in a law office and/or a legal education, which will enable the person to conduct the intake interviews and work meaningfully with Panel attorneys. In addition, the person will ideally have counseling training and/or experience, to best ensure that he or she can work effectively and compassionately with the difficult situations facing our AIDS clients. Organizational skills and experience with crisis counseling are also strongly desired.

The staffperson will be required to work independently, though he or she will be directly supervised by the attorney co-chairs of the Panel, and will be in regular contact with a supervising attorney.

Our Panel has been extremely fortunate in hiring such an ideal candidate for 1986. Clint Hockenberry is an attorney with extensive experience in the area of health care law, as well as significant administrative experience with gay organizations in the Washington, D.C. area. He brings a wide range of counseling skills, legal knowledge and effective personal insight to a difficult and demanding job, and the Panel has benefited greatly from his contribution. The Panel's co-chairs are hopeful that as the position expands to full time in 1987, Mr. Hockenberry will continue his work with the Panel.

4. The Need for a Full Time Staffperson

The pressing need for the Panel's legal services is demonstrated by the growing demand for our assistance. In February of 1986 alone, we received 74 requests for assistance, averaging more than three per day. Sadly, the AIDS epidemic continues to grow each year, and there remains no cure in sight. There are at least two new cases of AIDS per day in the Bay Area alone, and most of these people will need the Panel's legal assistance. Additional Panel members will soon be needed to serve this increasing demand, and with the larger panel comes a need for better organization and a full time administrative staffperson.

While the BALIF membership continues to volunteer its attorney services to the Panel's clients, the Panel simply cannot continue to absorb the growing demand for services without a full time administrator/intake counselor. Our Panel contributes hundreds of thousands of dollars worth of pro bono legal services each year, yet the Panel requires only one paid staffperson to ensure the delivery of these valuable services.

Our goal is to ensure that each of our clients is promptly and effectively serviced by an experienced and dedicated volunteer attorney. Without a full time staffperson to handle the administrative and referral aspects of the Panel, the ability of the Panel's lawyers to provide quality services will be seriously compromised.

Lack of full time administrative support could be disastrous for our clients. As one of our attorneys recently recalled:

I was contacted by the lover of a person with AIDS in the intensive care unit of a local hospital. He wanted to arrange for a durable power of attorney for his critically ill lover because all their mutual money, including the rent money due in three days, was in the sick lover's bank account. Upon questioning, I found out the person with AIDS was unconscious and dying, and was therefore in no condition to execute a power of attorney. He also had no will. There was no help I could provide.

Our attorneys are ready to donate their time and their legal skills to this population so desperately in need; the Panel needs funds to provide the administrative support essential to make these legal services available.

BALIF AIDS PANEL BUDGET

1986 Budget

Salary and benefits (5/8 time at \$20,000/year)	\$15,300
Rent (includes telephone)	4,200
Postage	1,200
Long distance telephone	300
Photocopying	720
Stationery/supplies	750
Petty cash	300
Malpractice insurance	410
Publicity expenses	320
Computer purchase	1,500

TOTAL 1986 BUDGET	\$25,000

Proposed 1987 Budget

Salary and benefits (full time at \$30,000/year)	\$37,000
Rent and telephone	4,200
Postage	1,800
Long distance telephone	1,200
Photocopying	1,000
Stationery/supplies	1,200
Petty cash	300
Malpractice insurance	1,000
Publicity expenses	300
Miscellaneous expenses	2,000

TOTAL 1987 BUDGET	\$50,000

INCOME RECEIVED: 1985

Golden Gate Business Association Foundation	\$ 2,000
San Francisco Bar Association Foundation	4,000
Van Loben Sels Foundation	5,000
San Francisco Foundation	10,000
Orrick, Herrington Law Firm, San Francisco	1,000
Individual Donations	3,000

TOTAL CONTRIBUTIONS	\$25,000
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AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

October 10, 1986

Laura Lederer
Skaggs Foundation
1330 Broadway
Oakland, CA 94612

Re: BALIF AIDS Panel

Dear Ms. Lederer:

Since I last corresponded with you, the BALIF AIDS Panel has received several additional contributions and grants. We have received grants from the Kaiser Family Foundation, the San Francisco Foundation, the San Francisco Bar Association Foundation, and the Chicago Resource Center. With these grants, the Panel has reached its initial 1987 goal of \$50,000.

In order to better serve our clients and better respond to the seriousness of the AIDS crisis, our management committee has developed two additional projects for our Panel. Accordingly, we have raised our budget goal to \$70,000. Any additional funds received from your foundation will be used for one or both of these two projects.

Our local "special project" will be to develop a comprehensive client outreach program, to improve the delivery of our legal services to our seriously ill clients. This project will include the creation of an educational pamphlet for our clients, and the placement of attorneys at clinics or hospitals at a regular weekly time. In addition to the pamphlet costs, this project will require an additional parttime staffperson to coordinate the outreach program.

Alternatively, our national "special project" will be to undertake a replication project, showing other cities how they can develop programs such as ours. We have learned that our Panel is unique in the range of services and the quality of services that we provide our clients, and we would like to develop printed materials and hold a specialized workshop for attorneys in other cities.

AIDS Legal
Referral Panel

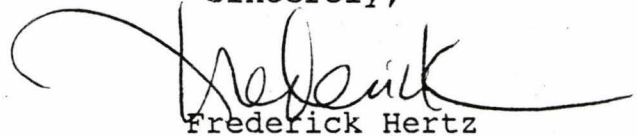
1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

Both of these special projects will utilize a printed pamphlet, describing the basic services provided by our panel and the basic organization of our group. Should our additional funds be limited to less than \$10,000, we would concentrate on producing this educational pamphlet. Such a pamphlet would dramatically increase our visibility among social service and hospital workers, and would increase our ability to reach our clients at the earliest possible stages of the disease.

I have included with this letter a copy of our most recent case statistics. Our Panel has recently been joined by a group of attorneys from the Bar Association of San Francisco, as well as a pro bono group from the law firm of Heller, Ehrman, White & McAuliffe. To our great relief, this new infusion of attorneys has enabled us to respond to the growing demand for our services.

We hope that the Skaggs Foundation will be able to assist our Panel this year. Your enthusiasm and encouragement this year has meant alot to us during our fundraising, and we look forward to hearing from you soon. Please telephone me at 957-1031 should you have any questions regarding our proposal or this update.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Frederick Hertz', with a large, sweeping flourish extending to the left.

Frederick Hertz

SEPTEMBER 1986 CASE STATISTICS

TOTAL CASES (SEPTEMBER 1986)	103*
TOTAL CASES (PREVIOUS MONTH)	83

ATTORNEY/LEGAL REFERRAL	71
LEGAL SERVICES ORGANIZATION REFERRAL	4
NONLAWYER REFERRAL	4
DIRECT OFFICE SERVICE (without referral)	12

WILLS, DPAS	47	51.6%
PROBATE	6	6.6%
EMPLOYMENT DISCRIMINATION	5	5.5%
HOUSING (LL/T, REAL ESTATE)	8	8.8%
CREDIT, COLLECTION, BANKRUPTCY	6	6.6%
BENEFITS (SSI, SDI)	2	2.2%
INSURANCE	6	6.6%
OTHER: tort (2)/patient confidentiality (1)	11	12.1%
med malpractice (1); immigrat (1)		
corporations (1); criminal (4);		
contracts (1)		

TOTAL CASES FOR WHICH DEMOGRAPHIC DATA AVAILABLE**	70	100 %
ANNUAL INCOME UNDER \$7000	47	67.1%
ANNUAL INCOME UNDER \$12,000	10	10.0%
ANNUAL INCOME UNDER \$20,000	3	4.3%
ANNUAL INCOME UNDER \$30,000	4	5.7%
ANNUAL INCOME OVER \$30,000	9	12.6%

CAUCASIAN	58	82.9%
ASIAN	1	1.4%
BLACK	3	4.3%
HISPANIC	7	10.0%
NATIVE AMERICAN	1	1.4%
OTHER	0	- 0 -

*data on only 91 cases available; data on 12 additional cases from 9/2-9/3 will be added after correction in case-tracking program

**excludes data on cases for repeat client on different legal matter (11); person with AIDS deceased (6); other (4)

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

August 6, 1986

Marta Segovia Ashley, M.A.
Public Affairs Coordinator
890 Hayes Street
San Francisco, California 94117

Dear Marta:

I enjoyed Cindy and my meeting with you on July 16th. After going through a Shanti training, I think it has great potential in making AIDS Panel attorneys more attuned to their own feelings and the feelings of their clients.

Because you may not know what the AIDS Legal Referral Panel is or its relationship to the Shanti Project, I am enclosing some materials for your files. In brief, however, the AIDS Legal Referral Panel serves as the central Shanti referral for legal services, whether a Shanti client needs a will or durable power of attorney, or assistance with an insurance matter or employment discrimination problem. Approximately 25 - 30 Shanti clients each month receive some sort of assistance from our Panel, an overwhelming majority of whom receive free wills, powers of attorney, and medical directives. The market rate for this package of free legal services is \$300 per client.

In addition, the Panel works closely with Shanti volunteers often where our attorneys must make emergency visits to the home or hospital, again at no charge to the Shanti client. In the past the Panel has provided speakers for Shanti volunteer training programs, and continues to assist individuals in their estate planning where the testator designates Shanti as beneficiary under their wills.

In our negotiating a cost for the 9:00 am - 6:00 pm Shanti training program for attorneys, tentatively scheduled for either Saturday, September 27 (preferred) or October 4 (Rosh Hashanah), I hope you will consider the free legal services provided Shanti Project and its clients.

Please let me know as soon as possible whether we are able to tie down a date and arrangements. I can usually be reached in the mornings at 864-8186.

Thanking you in advance for your help on this project.

Yours,

Clint C. Hockenberry
Administrator

Enc.

cc: Cindy Ossias

✓ Gary Wood, Co-chair, ALRP

Karen Langsley-Norman, Co-chair, ALRP

*Gary -
Your additional sentence
could not fit onto the page -
no matter how I formatted it.
It was either your sentence or
22's, more. You lost.
Clint*

August 14, 1986

*(for an extra
sheet)*

Dear Attorney:

We would like to invite you to join the AIDS Legal Referral Panel. It's a difficult commitment that nevertheless brings many personal rewards.

As you know, Acquired Immune Deficiency Syndrome (AIDS) is the number one killer of Bay Area men between the ages of 25 and 55. Faced with a life-threatening illness, persons with AIDS are forced to grapple early with their estate planning needs. They are also subject to many forms of discrimination because of their illness.

The AIDS Legal Referral Panel was created to provide free and low cost legal assistance to persons with AIDS and ARC. Three of five clients who use the Panel's services are indigent, and over half require a package of basic legal documents: wills, durable powers of attorney, and medical directives.

As a member of the Panel you would be helping people at the very time they need legal services most. After a two hour required training session, your name would be added to the Panel's list of volunteer attorneys and would receive clients on a rotating basis. You would also be able to attend legal education programs, sponsored by the Panel, that will enhance your skills as an attorney.

Only by expanding the pool of volunteer attorneys can the Panel continue to respond to the rapidly increasing number of cases. The number of cases handled by the AIDS Legal Referral Panel in February 1986 was three times greater than what we handled in February 1985, and during this last month alone the Panel processed 102 cases for a new monthly record.

Please consider giving your professional time to people in desperate need of legal services by returning the enclosed "New Attorney Form" and signing up for one of the required training sessions. If you do not have your own malpractice insurance, please review the additional information on the free coverage available through the Volunteer Legal Services Program of the San Francisco Bar.

We hope you will join us in this worthwhile volunteer effort.

Yours,

Gary Wood, Co-chair

Enc.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

August 14, 1986

Dear Attorney:

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As a member of the Panel you would be helping people at the very time they need legal services most. After a two hour required training session, your name would be added to the Panel's list of volunteer attorneys and would receive clients on a rotating basis.

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We hope you will join us in this worthwhile volunteer effort.

Yours,

Gary Wood, Co-chair

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
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(415) 864-8186

NEW ATTORNEY FORM

If you have not already returned this form to the
AIDS Legal Referral Panel office and would like to
join the Panel, please complete the following:

name

firm name

address

telephone number(s)

mailing address

additional areas of law for which you want
referrals (All attorneys are expected to
accept cases involving wills, durable powers
of attorneys and directives to physicians
unless they have made other arrangements with
the office. In emergency situations attorneys
may be requested to make home or hospital
visits to assist clients.)

geographic areas you would handle

name of law school and year of graduation

Are you licensed to practice law in the State of
California? ____ Yes ____ No

Have you ever been or are you currently being sued
for malpractice? ____ Yes ____ No

Have you ever been suspended from practice or
disbarred from the bar of any state?
____ Yes ____ No

Do you have malpractice coverage in the minimum
amount of \$100,000? ____ Yes ____ No

Are you able to provide your own duplicating,
computer, and other forms of office support
for you work on the Panel? ____ Yes ____ No

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

CALENDAR OF ATTORNEY TRAINING SESSIONS

Each two hour Saturday training session will be held at the San Francisco Bar Association, 220 Bush Street, 21st Floor, Mills Tower, San Francisco, beginning at 10:00 am unless an alternate address and time are noted.

September 6: Introduction to the AIDS Legal Referral Panel (Required): A brief description on the purposes and history of the Panel, followed by a discussion of medicolegal issues presented by the AIDS crisis. The second hour is designed to assist lawyers in preparing basic legal documents, such as simple wills, durable powers of attorney and directives to physicians.

12:00 - 1:00 pm: AIDS Legal Referral Panel Quarterly Meeting: All Panel volunteers invited.

October 18, 9:00 am - 6:00 pm at 890 Hayes Street: SHANTI Training for Attorneys (Elective): Designed to help legal professionals become more in touch with their own feelings and the feelings of clients facing a life-threatening illness. This course on grief and dying, which regularly costs \$100, is limited to AIDS Panel members at a fee of \$30, payable at the door.

November 15: Bankruptcy (Elective): A person with AIDS, recently diagnosed and no longer able to work, often finds himself unable to pay bills due to his changed health and financial position. This course is designed to help an attorney counsel her or his client with AIDS who may have credit or collection problems, and to advise the client when bankruptcy may or may not be an appropriate option.

December 6: Introduction to the AIDS Legal Referral Panel (Required, repeated from September 6).

12:00 - 1:00 pm: AIDS Legal Referral Panel Quarterly Meeting: All invited.

**AIDS Legal
Referral Panel**

1663 Mission Street
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REGISTRATION

ATTORNEY TRAINING SESSIONS

YES, I WILL ATTEND (please check):

___ Saturday, September 6: Introduction to the AIDS
Legal Referral Panel (Required)

___ Saturday, October 18: SHANTI TRAINING FOR
ATTORNEYS (Elective): \$30 at door

___ Saturday, November 18: Bankruptcy (Elective)

___ Saturday, December 6: Introduction to the AIDS
Legal Referral Panel (Required/Repeat of
class offered September 6)

In addition, the AIDS Legal Referral Panel's
Quarterly Meeting will be held at noon to
1:00 pm on Saturdays, September 6 and
December 6.

All classes except the Shanti Training are from
10:00 am - noon and are located at the San
Francisco Bar Association, 220 Bush Street, 21st
Floor, Mills Tower, San Francisco. The special
Shanti Training for Attorneys will be held at the
Shanti Project in the Pride Center, 890 Hayes
Street, San Francisco and will last from 9:00 am to
6:00 pm.

name

address

telephone number(s)

Please return this registration form to the AIDS
Legal Referral Office.



BAR ASSOCIATION OF SAN FRANCISCO

June 30, 1986

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(January-June 1986)**

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Secretary

Dear Colleague:

Thank you for your willingness to represent clients with AIDS-related legal problems through the Volunteer Legal Services Program AIDS Assistance Panel. The VLSP panel was developed to help expand the services provided by the AIDS Panel of the Bay Area Lawyers for Individual Freedom (BALIF) and is operated in conjunction with BALIF.

The BALIF AIDS Panel has a Staff Administrator, Clint Hockenberry, who personally talks to and screens all clients and coordinates service provision to those in need. To avoid the necessity of clients or Clint having to make multiple phone calls to obtain an attorney, clients will be given attorney names and phone numbers and you will be contacted directly by them.

Cases will be assigned on a rotating basis to ensure that the growing AIDS caseload is shared equally among all volunteers. When contacted by a client, PLEASE IMMEDIATELY RETURN THE ENCLOSED CASE ACCEPTANCE FORM. This will enable us to keep track of the caseload and ensure that all clients who call actually obtained the necessary assistance. If you are not able to take on the case, please have the client immediately contact Clint Hockenberry at 864-8186 so that another attorney can be selected.

The protocol governing case acceptance is enclosed. VLSP AIDS Assistance Panel members will be individually covered by the VLSP malpractice insurance policy up to \$3,000,000 per case. The policy provides PRIMARY coverage for both the attorney AND HIS OR HER EMPLOYER, including corporations.

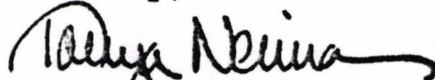
AIDS Assistance Panel
June 30, 1986
Page Two

All volunteers must have completed the BALIF training on handling AIDS cases. If you have not done so, please contact Clint Hockenberry at 864-8186 to sign up for the next training.

Also, if you have not already done so, please sign and return the enclosed "VLSP Sign-Up Card" indicating your interest in the AIDS Panel and any other VLSP activity which may interest you.

Please do not hesitate to contact me if you have any questions or suggestions regarding this important project. Thank you again for your valuable assistance.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tanya Neuman", with a long, sweeping horizontal stroke extending to the right.

Tanya Neuman
Director
Volunteer Legal Services
Program

TN:mk

Enclosures

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

July 10, 1986

Dear Volunteer Attorney:

The Management Committee of the BALIF/NEFIR AIDS Legal Referral Panel is pleased to announce an arrangement with the Volunteer Legal Services Program of the Bar Association of San Francisco that enables us to extend insurance coverage for all AIDS Panel cases to attorneys who do not have their own private malpractice. The AIDS Panel will simultaneously expand its volunteer pool by training and using interested BASF attorneys in the delivery of legal services to persons with AIDS. Both of these developments should help lighten the caseload handled by Panel volunteer attorneys.

As an attorney who indicated a need for malpractice coverage, please review the enclosed materials, including the Panel's Fee Protocol, and if interested return a signed BASF form. After BASF receives the grey-colored form, I will begin referring AIDS cases to you on a rotating basis.

Each client receives referrals to the next two attorneys on the list. If you are unable to accept the case, please ask the client to call the other attorney. If neither referral is able to provide assistance, the client should again call the Panel office.

I have in place a computerized casetracking system and am presently revising an attorney record system. Once both systems are fully operational, you will begin to receive a case report with an accompanying questionnaire for every client referred to you. In the interim, however, whenever you accept a Panel case, please return a completed pink case acceptance form directly to me.

Thank you for your continued interest and participation in the BALIF/NEFIR AIDS Legal Referral Panel. I hope the availability of malpractice insurance will help us provide more efficiently those high quality legal services for which the Panel is known.

Yours,

Clint

Clint Hockenberry
Administrator

Enc.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

**AIDS LEGAL REFERRAL PANEL
CALENDAR OF ATTORNEY TRAINING SESSIONS**

Each two hour Saturday training session will be held at the San Francisco Bar Association, 220 Bush Street, 21st Floor, Mills Tower, San Francisco, beginning at 10:00 am unless an alternate address and time are noted.

September 6: Introduction to the AIDS Legal Referral Panel (Required): A brief description on the purposes and history of the Panel, followed by a discussion of medicolegal issues presented by the AIDS crisis. The second hour is designed to assist lawyers in preparing basic legal documents, such as simple wills, durable powers of attorney and directives to physicians.

12:00 - 1:00 pm: AIDS Legal Referral Panel Quarterly Meeting: All Panel volunteers invited.

October 18, 9:00 am - 6:00 pm at 890 Hayes Street: SHANTI Training for Attorneys (Elective): Designed to help legal professionals become more in touch with their own feelings and the feelings of clients facing a life-threatening illness. This course on grief and dying, which regularly costs \$100, is limited to AIDS Panel members at a fee of \$30, payable at the door.

November 15: Bankruptcy (Elective): A person with AIDS, recently diagnosed and no longer able to work, often finds himself unable to pay bills due to his changed health and financial position. This course is designed to help an attorney counsel her or his client with AIDS who may have credit or collection problems, and to advise the client when bankruptcy may or may not be an appropriate option.

December 6: Introduction to the AIDS Legal Referral Panel (Required, repeated from September 6).

12:00 - 1:00 pm: AIDS Legal Referral Panel Quarterly Meeting: All invited.

**AIDS Legal
Referral Panel**

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BANKRUPTCY

ATTORNEY TRAINING SESSION (Elective)

10:00 am - noon, Saturday, November 15
San Francisco Bar Association
220 Bush Street, 21st Floor
San Francisco, California

This AIDS Legal Referral Panel session will focus on the relative benefits of Chapter 7 ("straight" or ordinary bankruptcy), Chapter 11 (Business Reorganization) and Chapter 13 (Reorganization for Persons with Regular Income). Areas of discussion will include:

- . grounds for denial of the entire Discharge of Debts, and for the denial of discharge of particular debts;
- . choice between the two options of exemption of debtor's property from liquidation by trustee;
- . benefits of the automatic stay of creditor collection efforts and the creditors' rights to relief from stay;
- . the debtor's right to redeem secured property and reaffirm debts.

In addition, the session will explore applicable Federal and California Statutes; Federal Rules of Bankruptcy, Civil Procedure and Evidence; and Local Bankruptcy Court and District Court Rules.

John Roberto (J.D., U.C./Davis; M.Ed./U.Hawaii; B.A./Manhattan College) will lead this two hour elective. A member of the California Bar and District Court Bar for the Northern District of California, John served for the last nine years as a law clerk in the United States Bankruptcy Court, Northern District of California.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

REGISTRATION

ATTORNEY TRAINING SESSIONS

YES, I WILL ATTEND (please check):

____ Saturday, September 6: Introduction to the AIDS
Legal Referral Panel (Required)

____ Saturday, October 18: SHANTI TRAINING FOR
ATTORNEYS (Elective): \$30 at door

____ Saturday, November 15: Bankruptcy (Elective)

____ Saturday, December 6: Introduction to the AIDS
Legal Referral Panel (Required/Repeat of
class offered September 6)

In addition, the AIDS Legal Referral Panel's
Quarterly Meeting will be held at noon to
1:00 pm on Saturdays, September 6 and
December 6.

All classes except the Shanti Training are from
10:00 am - noon and are located at the San
Francisco Bar Association, 220 Bush Street, 21st
Floor, Mills Tower, San Francisco. The special
Shanti Training for Attorneys will be held at the
Shanti Project in the Pride Center, 890 Hayes
Street, San Francisco and will last from 9:00 am to
6:00 pm.

name

address

telephone number(s)

Please return this registration form to the AIDS
Legal Referral Office.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

August 28, 1986

Dear AIDS Panel Attorney:

July was a hard month. The AIDS Legal Referral Panel saw a jump in its caseload to a new monthly high of 102 cases.

Because of the increasing caseload we are trying to expand the number of attorneys on the Panel. If you know attorneys or notaries who might be interested in joining, please have them call the AIDS Panel office. And also let them know the schedule of training sessions we are offering over the fall.

One training in particular may be of immense personal value to members of the Panel. We have arranged a special training session with the Shanti Project on grief and dying. This is a unique opportunity for many of us who provide legal assistance under emotionally charged circumstances to explore our own feelings about AIDS, the relationship with our clients, and our role as counselors. Shanti usually charges \$100 for its training, but Panel members will pay \$30 to Shanti at the door. Preregistration, however, is required.

Please review the enclosed materials, and let us know if you would like to attend any of the training sessions.

We greatly appreciate your continued work on the Panel. Because of professionals like you, many people with AIDS are receiving legal assistance at the very time they need it most.

Yours,

Clint

Clint Hockenberry
Administrator

Enc.

MEMORANDUM

To: Elizabeth Birch, Clint Hockenberry, Interested Persons

From: Frederick Hertz

Re: AIDS Panel Reception

Date: 13 September 1986

I would like to begin planning our January reception for the donors, supporters and attorneys of the AIDS Panel. Attached is a draft invitation for our event --- NOTE: none of these "hosts" have been invited yet, and I mention them only as suggestions!

In order for this event to happen, we need to handle the following tasks. Please look over this list, and let's plan to meet and discuss this event later this month.

Location

I strongly urge an "upscale" downtown location, and a law firm conference room seems best. A large room can handle nearly 100 people, which would be adequate. I suggest we approach Morrison, McCutcheon, Heller, and ????. This should be arranged soon.

Howard, Ren or Curiale

Invitations

I suggest a simple fold-over card, approximately one-half the size of a sheet of paper. Printed on card stock, this can simply be folded and stapled for a low-cost elegant card. We need to find a graphics artist for design and typesetting, a printer, and paper supply. I want to aim to have ALL products donated. *I could do*

thru

Food & Drinks

Again, I want to find donations. We should contact S.F. caterers, offer to list them in the invitation and perhaps a free ad in the BALIF newsletter. I suggest a variety of cold hor d'oeuvres, plus wine and soda.

Political Support

I think we should solicit "awards" from the Mayor's Office and the Board of Supervisors, and perhaps from the State Legislature. We should also assemble a list of dignitaries who will lend their name and hopefully attend our event. These awards can also add to our press release information.

Costs

It's important that this event be free, so all materials should be donated. One possible cost would be the postage and perhaps the printing of the invitations, which could be taken from the AIDS Panel's publicity budget if necessary.

The Boards of Directors
of the
BAY AREA LAWYERS FOR INDIVIDUAL FREEDOM

and
NATIONAL EDUCATIONAL FOUNDATION FOR INDIVIDUAL RIGHTS
invite you to join

Mayor Dianne Feinstein
Supervisor Harry Britt
Judge Mary Morgan
Judge Herbert Donaldson

in thanking the donors, supporters & attorneys of the

BALIF/NEFIR AIDS PANEL

RECEPTION

-----, January --, 1987
5:00-8:00 p.m.

----- Board Room
----- Street, S.F.

refreshments provided by -----, ----- & -----

The BALIF AIDS PANEL is generously supported by grants from the Van Loben Sels Foundation, the Henry J. Kaiser Foundation of Menlo Park, the San Francisco Foundation, the GGBA Foundation, and the Bar Association of San Francisco Foundation. Additional contributions have been received from the law firms of McCutcheon, Doyle Brown & Enerson, Morrison & Foerster, Landels, Ripley & Diamond, Graham & James, Bronson & McKinnon, and Friedman, Sloan & Ross. Additional contributions have been received from numerous BALIF attorneys.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

FEBRUARY - JUNE 1986 CASE PROFILES

AIDS LEGAL REFERRAL PANEL

TOTAL CASES	384
AVERAGE MONTHLY CASELOAD	77

BREAKDOWN ACCORDING TO TYPES OF CASES

Wills, Powers of Atty	52.0%
Employment Discrimination	9.7%
Housing	5.7%
Credit, Collection, Bankruptcy	8.0%
Govt. Benefits	3.7%
Insurance	8.3%
Other*	12.6%

RACIAL COMPOSITION OF CLIENTS

Asian	1.0%
Black	4.2%
Caucasian	83.9%
Hispanic	10.3%
Native American	.7%

ANNUAL INCOME RANGE OF CLIENTS

Under \$7000	60.1%
Between \$7000 - \$12,000	11.7%
Between \$12,001 - \$20,000	12.3%
Between \$20,001 - \$30,000	8.4%
Over \$30,000	7.5%

**An act to add Section 1710.2
to the Civil Code, relating to disclosure.**

SECTION 1. The Legislature hereby finds and declare that:

(a) There has been an increase in the number of persons infected with Human T - Lymphotropic Virus Type III/ Lymphadenopathy - Associated Virus (HTLV-III/LAV) which causes acquired immuno-deficiency syndrome (AIDS), and a high level of public attention including media attention has focused on this occurrence.

(b) Public speculation about the potential for transmission of this infectious virus, the degree of morbidity, and other factors, has led to expressions of public fears or anxieties approaching, in some circumstances, panic or hysteria.

(c) The medical evidence regarding potential transmission of this virus, as summarized by the United States Public Health Service Centers for Disease Control in 34 Morbidity and Mortality Weekly Report 682 (November 15, 1985) is conclusive that this infection is spread by sexual conduct with infected persons, parenteral exposure to contaminated blood or blood products, and by perinatal transmission and that there is no known risk of transmission from infected persons to others in other settings, and, therefore the Legislature concludes that disclosure of the existence or alleged existence of the infection of former occupants of real property to prospective occupants is not a relevant fact relating to the transfer of that property, or any estate or interest therein, and is not, and should not be, required by law.

(d) Disclosures relating to AIDS involve potential issues of invasion of privacy, confidentiality of medical information, informed consent, civil rights, and civility as they affect any person identified by such disclosure as infected, and potential issues of competency to diagnose, access to medical records, and slander as they affect any person who may be required to disclose.

(e) The containment and eventual control and eradication of AIDS will be furthered by the identification for purposes of education and treatment of those persons who are infected with this virus; that this goal can best be achieved by the voluntary testing and cooperation of those persons who have been exposed to infection through participation in high risk activity; that such voluntary cooperation will be deterred by unwarranted and unproductive disclosures or communications which will be perceived, unjustifiably, by the ill-informed as incriminations with connotations of vindictiveness; and therefore that, as a matter of public policy, it should be made certain that there is no requirement of law to make such disclosure or communication, and that the policy of the law does not favor it.

(f) Because the law in such cases as Lingsch v. Savage, 213 CA 2d 729 (1963), and Reed v. King, 145 CA 3d 261 (1983), which deal with non-disclosure of material facts in real property transfer situations in relationship to the obligation to avoid deceit as enunciated in Civil Code Section 1710, is not specific or clear with respect to a disclosure or communication relating to AIDS it is desirable to establish that clarity.

Kathleen

Ann Dieder

Geriatric
Care
Resources

3981 Oakmore Rd.

Oakland, Ca.

94602

Legislative
Committee

ACCCC

SEC. 2. Section 1710.2 is added to the Civil Code, to read:
1710.2. No cause of action shall arise under the provisions of Section 1710 or Section 1714 for the omission of any disclosure or communication to any transferee or potential transferee of real property or any estate or interest therein, by any transferor, an agent of such transferor, or any person licensed under the provisions of Part 1 (commencing with Section 10,000) of Division 4 of the Business and Professions Code functioning with any such transferor or transferee in such transaction, respecting any information or allegation about infection of any occupant or prior occupant of that real property with Human T-Lymphotropic Virus Type III/Lymphadenopathy - Associated Virus which causes acquired immuno-deficiency syndrome (AIDS).

It is the intention of the Legislature to occupy the field of regulation of disclosure related to the disease AIDS in situations affecting the transfer of real property or any estate or interest therein, exclusive of all other laws, ordinances, or regulations of any public entity, as defined in Government Code Section 811.2. The Legislature also declares that by dealing with disclosures relating to AIDS in this section, that it does not intend to alter in any way the law relating to disclosure pertaining to any other medical or mental condition or disease, or any other fact situation.

DG/srp
01/22/86

AIDS Related Legislation
February 3, 1986

Opinion polls show that the public's alarm over AIDS is emerging as one of the top political issues of the '80s. The measures that were signed into law in 1985 include:

SB 292, Chapter 1519
SB 678, Chapter 871
SB 1251, Chapter 767

AB 403, Chapter 22
AB 488, Chapter 23

The measures directly, or indirectly related to AIDS that you should be aware of for 1986 are:

SB 1327
SB 1328
SB 1478
SB 1513
SB 1518

AB 600
AB 1452
AB 1966

Proposed legislation for 1986 can be introduced until February 21st. Several new bills are currently being discussed, but have not been introduced yet.

Assemblyman John Vasconcellos will introduce a bill aimed at providing incentives for AIDS vaccine development. The bill will establish an AIDS Vaccine Victims Compensation Fund and move liability for medical costs caused by such a vaccine from the manufacturer to the state; establish the AIDS Clinical Trials Testing fund, which appropriates \$6 million to subsidize clinical trials with humans for a FDA approved vaccine; and establish the AIDS Vaccine Guaranteed Purchase Fund to appropriate \$20 million for the State to purchase up to 1 million units of a FDA approved vaccine.

Assemblywoman Doris Allen is considering a bill to mandate that blood units be labeled 'male donor' or 'female donor'. The American Red Cross will be opposing this bill.

Assemblyman Gary Condit is considering a bill to allow patients to specify designated individuals to donate blood for the patient's medical needs under specified criteria.

Assembly Republicans have unfolded an ambitious package of legislation for the 1986 election year called "An Agenda of Opportunity." The 40 page program of 102 measures includes three AIDS-related bills. These measures are not yet in print:

- 1) A proposal to close bathhouses catering to gays to prevent the spread of AIDS;
- 2) prosecution for attempted murder of rapists who know they have AIDS; and

- 3) the establishment of criminal penalties for persons with AIDS that fail to notify their physician or dentist of the condition.

Senator John Doolittle plans to introduce legislation requiring health care professionals to be tested for AIDS when they renew their licenses. Senator Doolittle's staff indicates "We have got to start testing as many segments of society as we can, and then we will start segregating later."

Senator Watson and Senator Marks are working on measures relating to AIDS Related Condition. The intent is to establish presumptive eligibility for Medi-Cal for people with severe ARC.

Senator Hart is considering a bill to strengthen confidentiality protections for all records relating to HTLV-III virus exposure maintained by public health agencies. These measures are being supported by the California Conference of Local Health Officers.

Measures in print include:

SB 1327 (Marks) - Two year bill would require a feasibility study of Medi-Cal or state disability paying for insurance premiums when an individual with catastrophic illness becomes unable to work. PASSED Senate Health Committee on Jan. 15th with no opposition.

SB 1328 (Marks) - Two year bill would increase Medi-Cal monthly income eligibility for persons with catastrophic illness from \$504 per month to \$800 per month. PASSED Senate Health Committee on Jan. 15th with opposition from the Department of Health Services.

SB 1478 (Doolittle) - Would require marriage license applicants to submit to AIDS antibody testing. Will be heard in Senate Health Committee on February 12th.

SB 1513 (Doolittle) - Would require anyone jailed for more than three days in county jails, or persons in state prisons to submit to AIDS antibody testing. Will be heard in Senate Judiciary Committee on February 11th.

SB 1518 (Royce) - Would require that emergency medical technicians, paramedics, nurses, lifeguards, firefighters, peace officers, etc. who come in contact with persons with a contagious disease be notified by the treating health facility. Will be heard in Senate Health Committee on February 12th.

AIDS-Related Legislation

February 3, 1986

Page 3

AB 600 (McAlister) - Would establish a Health Coverage Association to provide for health insurance to residents of California who are not otherwise able to obtain health insurance. Assigned to Senate Insurance, Claims & Corporations Committee.

AB 1452 (Alatorre) - Would establish presumptive eligibility for disability retirement for Los Angeles County safety members, firefighters, law enforcement officers or health officials that contract AIDS. Assigned to Assembly Public Employees & Retirement Committee.

AB 1966 (Klehs) - Would prohibit discriminatory practices based on age, sex, health condition, race, color, creed, national origin, marital status, disability, religion, or occupation with respect to disability insurance and health care service plans. Assigned to Assembly Finance and Insurance Committee.

1 ALICE PHILIPSON
2 Attorney at Law
3 2324 Spaulding Ave.
4 Berkeley CA 94703

(415) 849-0219

Attorney for Plaintiff

ENDORSED
FILED
San Francisco County Superior Court

JAN 31 1986

DONALD W. DICKINSON, Clerk
BY: GILDA A. SELCHAU
Deputy Clerk

8 SUPERIOR COURT OF CALIFORNIA
9 CITY AND COUNTY OF SAN FRANCISCO

10
11 WILLIAM M. HORNER,

12 Plaintiff,

13 v

14 GREAT REPUBLIC LIFE INSURANCE
15 COMPANY, SCHMITZ INSURANCE,
16 California Corporations, RICHARD
17 MIGNONE, JACK B. SCHMITZ d.b.a.
18 SCHMITZ INSURANCE, DOES I-XX
inclusive,

Defendants.

852522

No:

COMPLAINT FOR DAMAGES:
BREACH OF CONTRACT,
BREACH OF FIDUCIARY
DUTY, BREACH OF COVEN-
ANT OF GOOD FAITH AND
FAIR DEALING, NEGLIGENCE,
MISREPRESENTATION,
BREACH OF STATUTORY
DUTIES.

19 Plaintiff alleges:

20 GENERAL ALLEGATIONS

21 1

22 Defendant GREAT REPUBLIC INSURANCE COMPANY (hereinafter
23 GREAT REPUBLIC) is a corporation engaged in the business of
24 insurance including but not limited to providing individual and
25 group health insurance coverage and benefits, administration of
26 policies, conversion of group health policies to individual health
27 policies, claims administration, claims handling, and claims
28 review.

1

2

2

Defendant SCHMITZ INSURANCE is a corporation engaged in the business of selling, marketing and servicing insurance, including health and life policies, and is an insurance brokerage firm, with offices in San Rafael and San Francisco, California.

3

4

5

6

3

7

Plaintiff is informed and believes that Defendant JACK B. SCHMITZ is the agent and employee of SCHMITZ INSURANCE, or an individual doing business as SCHMITZ INSURANCE.

8

9

10

4

11

Defendant RICHARD MIGNONE is an agent and employee of SCHMITZ INSURANCE and an agent empowered by his employer to sell, market and service the health insurance offered by his co-defendant GREAT REPUBLIC, and maintains offices in San Francisco.

12

13

14

15

5

16

Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES I-XX, inclusive and therefore sues said Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of Defendants sued herein as DOES I-XX, inclusive when ascertained.

17

18

19

20

21

Plaintiff is informed and believes that each of the fictitiously named Defendants is legally responsible to Plaintiff for the matters alleged and set forth herein. Plaintiff is informed and believes that Defendants' actions and/or inactions proximately caused or otherwise contributed to Plaintiff's injuries and damages as alleged herein.

22

23

24

25

26

27

6

28

The use of the term "Defendants" at any place in this

1 Complaint is intended to include all named Defendants and all
2 Defendants designated in this Complaint as DOES I-XX, inclusive,
3 unless the context of a sentence or a particular Cause of Action
4 indicates otherwise.

5 7

6 Each of the Defendants was acting as the agent, servant,
7 associate, employee, or co-conspirator of each of the other
8 Defendants and each of the Defendants authorized, ratified,
9 approved, directed, and/or consented to all of the acts of each
10 of the other Defendants. Each corporate Defendant was the agent,
11 associate, subsidiary or alter ego of the other Defendants.

12 8

13 At all times herein mentioned Plaintiff was a resident of the
14 City of San Francisco and obtained health insurance coverage
15 which was marketed and sold to him at his home within the City
16 of San Francisco.

17 9

18 Plaintiff is informed and believes that there exists a writ-
19 ten master policy written by Defendant GREAT REPUBLIC, of which
20 Plaintiff does not have a copy. Plaintiff was informed and
21 believes that the document attached hereto as Exhibit A is, or
22 evidences the written policy of insurance for which he contracted.
23 Said Exhibit A is incorporated herein as though fully set forth.

24 10

25 Plaintiff has performed all terms, conditions and covenants
26 required by the procedures and policies of insurance issued and
27 administered by Defendants and has paid all fees as required by
28 the policy.

Plaintiff is informed and believes that he is currently suffering from the disabling and terminal medical condition known as AIDS and that he will die from that condition within the next 24 months. There is no known cure for AIDS.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT/ALL DEFENDANTS

Plaintiff incorporates by reference all General Allegations as though fully set forth.

On or about May 1, 1985 Defendant MIGNONE in the regular course and scope of his employment as the agent of all other Defendants, solicited one of Plaintiff's employers in order to sell a group health coverage plan offered by GREAT REPUBLIC called "THE SOLUTION". Subsequently offering materials were made available to Plaintiff and follow up was done personally by Defendant MIGNONE.

On or about May 16, 1985 Defendant MIGNONE in the regular course and scope of his employment as the agent of all other Defendants, came to Plaintiff's home in San Francisco and interviewed and assisted Plaintiff in making application for association membership and health insurance. A copy of said application is attached hereto as Exhibit B and incorporated herein as though fully set forth.

In the regular couse of business Defendants processed said application and a Certificate of Coverage was issued to Plaintiff

1 with an effective date of coverage of June 1, 1985.

2 15

3 In June, 1985 after the date of effective coverage Plaintiff
4 incurred medical costs which were properly submitted to GREAT
5 REPUBLIC. On June 17, 1985 Plaintiff was diagnosed as suffering
6 from AIDS as heretofore alleged, and has continued to incur medi-
7 cal costs and bills.

8 16

9 In spite of and notwithstanding Defendants issuance of
10 coverage and acceptance of premiums Defendant has completely
11 failed to provide insurance benefits to Plaintiff and has
12 breached the contract.

13 17

14 As a direct and foreseeable and proximate result of Defend-
15 ant's breach of the contract, Plaintiff has suffered damages
16 including but not limited to, attorney's fees, medical bills
17 in the approximate amount of \$4,000.00, and emotional distress,
18 in amounts according to proof.

19 WHEREFORE, Plaintiff prays judgement as hereinafter set forth.

20 SECOND CAUSE OF ACTION

21 BREACH OF CONTRACT/GREAT REPUBLIC

22 Plaintiff refers to and incorporates Paragraphs 1-17 as
23 though fully set forth.

24 18

25 On or about December 30, 1985 Plaintiff received a written
26 denial of all claims from Defendant GREAT REPUBLIC on the basis
27 of pre-existing condition.

28 /////

On January 3, 1986 Plaintiff by his doctor Paul J. Isakson, M.D. made a written demand for reversal of said denial as provided for in the Claims Review Procedure issued by GREAT REPUBLIC.

On January 15, 1986 Plaintiff made written demand upon GREAT REPUBLIC to reconsider and reverse their denial of all claims and demanded that they respond within two weeks, which was January 29, 1986. No response has been received, and Defendants have breached their duty of claims review which is a contract benefit.

As a direct and foreseeable and proximate result of Defendant's breach of the contract, Plaintiff has suffered damages including but not limited to, attorney's fees, medical bills in the approximate amount of \$4,000.00 and emotional distress, in amounts according to proof.

WHEREFORE Plaintiff prays judgement as hereinafter set forth.

THIRD CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY/ALL DEFENDANTS

Plaintiff incorporates by reference Paragraphs 1-21 as though fully set forth.

By issuing an insurance policy to Plaintiff, or to the benefit of Plaintiff, and accepting all the benefits therefrom, Defendants created a fiduciary relationship between themselves and Plaintiff and that fiduciary relationship existed at all times mentioned herein.

1
2 In July 1985 Plaintiff became concerned that his medical
3 bills remained unpaid and over the course of time between July
4 1985 and December 1985 made several telephone calls to Defendant
5 MIGNONE to express his displeasure and concern. MIGNONE reassured
6 Plaintiff by making references to the normal slowness of the
7 claims process.

8
9 On or about January 15, 1986 as hereinabove alleged Plaintiff
10 demanded that GREAT REPUBLIC meet their fiduciary duties, which
11 Defendant failed to respond to or do, in disregard of Plaintiff's
12 rights and with clear notice of their breach of duty, and its
13 effect on Plaintiff both materially and emotionally.

14
15 As a direct, foreseeable and proximate result of Defendants
16 actions, Plaintiff suffered damages including those above alleged
17 and great fear, anxiety and emotional distress, in amounts well
18 beyond the jurisdictional limits of this court.

19
20 In doing the acts set forth above, Defendants acted malicious-
21 ly, oppressively, fraudulently, and in gross and conscious dis-
22 regard of Plaintiff's rights, thereby justifying an award of
23 punitive damages in the sum of \$5,000,000.00 against them, or in
24 such greater sum as may be deemed appropriate by judge or jury.

25 WHEREFORE Plaintiff prays judgement as hereinafter set forth.

26 FOURTH CAUSE OF ACTION

27 BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING/ALL DEFEND-
28 ANTS

Plaintiff refers to and incorporates Paragraphs 1-26 as

though fully set forth.

27

Plaintiff alleges that in every insurance contract there exists a covenant of good faith and fair dealing. Defendants breached the covenant of good faith and fair dealing in that they failed to provide payments and coverage, failed to make a timely determination of these claims, failed to respond to Plaintiff's phone calls to agent MIGNONE, failed to properly investigate the circumstances of the delays and non-payments, failed to consider the grievous nature of the emotional stress Plaintiff was experiencing even after written notice, failed to analyze any coverage problems that may have existed, and as set forth herein.

28

As a direct and foreseeable and proximate result of Defendants breach of the contract, Plaintiff has suffered damages including but not limited to, attorney's fees, medical bills in the approximate amount of \$4,000.00, and emotional distress, in amounts according to proof.

29

As a direct, foreseeable and proximate result of Defendants actions, Plaintiff suffered damages including those above alleged and great fear, anxiety and emotional distress, in amounts well beyond the jurisdictional limits of this court.

30

In doing the acts set forth above, Defendants acted maliciously, oppressively, fraudulently, and in gross and conscious disregard of Plaintiff's rights, thereby justifying an award of punitive damages in the sum of \$5,000,000.00 against them, or in such greater sum as may be deemed appropriate by judge

1 or jury.

2 WHEREFORE Plaintiff prays judgement as hereinafter set forth.

3 FIFTH CAUSE OF ACTION

4 MISREPRESENTATION/ALL DEFENDANTS

5 Plaintiff refers to and incorporates Paragraphs 1-30 as
6 though fully set forth.

7 31

8 Prior to Plaintiff's selection of GREAT REPUBLIC as his
9 insurance carrier, and as an inducement to Plaintiff to select
10 GREAT REPUBLIC's "SOLUTION", Defendants through agent MIGNONE
11 and offering materials and advertising, made representations with
12 regard to the type and extent of coverage and the administrative
13 capabilities and capacity of Defendants, and Defendants care and
14 concern for the welfare of its insureds.

15 32

16 Plaintiff is informed and believes and thereon alleges that
17 these representations were false and Defendants knew or should
18 have known at the time of making them that they were false, and
19 they were made with the intent to induce Plaintiff to rely on them.
20 Plaintiff did rely on them, as Plaintiff had no reason to know
21 that they were false.

22 . 33

23 As a direct, foreseeable and proximate result of Defendants
24 actions, Plaintiff suffered damages including those above alleged
25 and great fear, anxiety and emotional distress, in amounts well
26 beyond the jurisdictional limits of this court.

27 34

28 In doing the acts set forth above, Defendants acted

1 maliciously, oppressively, fraudulently, and in gross and cons-
2 cious disregard of Plaintiff's rights, thereby justifying an
3 award of punitive damages in the sum of \$5,000,000.00 against
4 them, or in such greater sum as may be deemed appropriate by
5 judge or jury.

6 WHEREFORE Plaintiff prays judgement as hereinafter set forth.

7 SIXTH CAUSE OF ACTION

8 NEGLIGENCE/ALL DEFENDANTS

9 Plaintiff refers to and incorporates Paragraphs 1-34 as
10 though fully set forth.

11 35

12 As hereinabove set forth Defendants negligently and care-
13 lessly processed Plaintiff's claims for insurance benefits,
14 negligently analyzed coverage, negligently communicated between
15 co-defendants, negligently investigated the claims made, and
16 negligently performed each and every duty they undertook to
17 perform on behalf of Plaintiff.

18 36

19 As a direct, foreseeable and proximate result of the
20 negligence of Defendants Plaintiff has been damaged in his
21 health, emotional well being, has incurred medical expenses
22 as set forth above, has been placed in great fear and anguish,
23 and incurred general damages in amounts to be proven at trial.

24 37

25 In doing the acts set forth above, Defendants acted mali-
26 ciously, oppressively, fraudulently, and in gross and conscious
27 disregard of Plaintiff's rights, thereby justifying an award of
28 punitive damages in the sum of \$5,000,000.00 against them, or in

1 such greater sum as may be deemed appropriate by judge or jury.

2 WHEREFORE Plaintiff prays judgement as hereinafter set forth.

3 SEVENTH CAUSE OF ACTION

4 BREACH OF STATUTORY DUTY/ALL DEFENDANTS

5 Plaintiff refers to and incorporates Paragraphs 1-37 as
6 hough fully set forth.

7 38

8 At all times herein mentioned Defendants were engaged in
9 the business of insurance.

10 39

11 In doing the acts as hereinabove set forth, Defendants
12 violated the provisions of California Insurance Code §790.03(h)
13 including but not limited to subsections 1,2,3,4,5,6,7,12,13.

14 40

15 As a direct, foreseeable and proximate result of the negli-
16 gence of Defendants Plaintiff has been damaged in his health,
17 emotional well being, has incurred medical expenses as set forth
18 above, has been placed in great fear and anguish, and incurred
19 general damages in amounts to be proven at trial.

20 41

21 In doing the acts set forth above, Defendants acted mali-
22 ciously, oppressively, fraudulently, and in gross and conscious
23 disregard of Plaintiff's rights, thereby justifying an award
24 of punitive damages in the sum of \$5,000,000.00 against them,
25 or in such greater sum as may be deemed appropriate by judge
26 or jury.

27 WHEREFORE, Plaintiff prays judgement as follows:

28 1. For special damages in excess of \$4,000.00 to date as

1 may be proved greater at trial;

2 2. For general damages according to proof;

3 3. For interest on all damages;

4 4. For reasonable attorney's fees on the contract causes
5 of action;

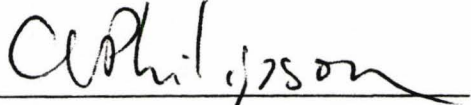
6 5. For punitive and exemplary damages in the amount of
7 \$5,000,000.00 or such greater sum as may be set by judge or jury;

8 6. For interest on any offer of settlement pursuant to
9 CCP §998;

10 7. For costs of suit herein incurred; and

11 8. For such other and further relief as the Court may
12 deem proper.

13
14 DATED: 1-30-86 1986


ALICE PHILIPSON
Attorney for WILLIAM HORNER

Dear Insured:

This booklet provides all the information about your health insurance plan. I hope that you will read it carefully and if you have any questions whatsoever, please contact your agent as he is a trained professional in this field and he wants to be as helpful to you as possible.

I am glad that you have chosen Great Republic to provide this valuable coverage. We believe that it is a good value for the money, that you will find our agents and company personnel expert at their jobs and that they will be responsive to each of your individual needs.

We appreciate your business and I hope that we can continue to serve you.

Sincerely yours,

J. H. Pritchett Jr.
President



GREAT REPUBLIC LIFE INSURANCE COMPANY
SANTA BARBARA, CALIFORNIA

THE SOLUTION.

Certificate Booklet

IMPORTANT

When you become insured for the Group Insurance Benefits described in this booklet, a Certificate of Coverage sticker will be issued to you and is to be attached over this space. This booklet then becomes your Certificate-Booklet.

The benefits described herein are paid according to the terms of the master policy number issued to the BRACE Association (the Policyholder) by Great Republic Life Insurance Company. All rights and benefits are determined by the master policy which alone constitutes the agreement under which payments are made; the master policy may be examined at the office of the policyholder at any reasonable time. When the Certificate of Coverage sticker is issued as evidence of the insurance provided and is affixed above, this booklet becomes your Certificate-Booklet and is evidence of insurance provided under the policy for you and your insured dependents, if any. Dependent insurance is available only if the required written application for such insurance has been made by you and contributions for such insurance are paid as required.

SCHEDULE OF BENEFITS HEALTH INSURANCE COMPREHENSIVE MAJOR MEDICAL PLAN

You have purchased either this Comprehensive Plan or the In-Hospital Plan on page 4. The plan purchased appears on your certificate sticker on page 1 of this booklet. Dental Insurance on page 3 is an option for both plans and if purchased it will also be stated on your certificate sticker on page 1.

	For You and Your Dependents
Maximum Lifetime Benefit Amount	
For Each Covered Person	\$1,000,000.00
Except for Nervous or Mental Conditions or Psychological or Psychiatric Care or Treatment	10,000.00
Deductible Amount	
For Each Covered Person per Benefit Year	See page 1
Coinsurance Percentage Payable	
Of the first \$5,000 of Covered Expenses	80%
Except as specified in Benefit Schedules below providing for 90% or 100% coinsurance.	
Thereafter	100%
For each Covered Person per Benefit Year after the respective Deductible Amount has been satisfied.	

MAXIMUM ALLOWABLE EXPENSES FOR:

Hospital Room and Board	Average semi-private rate
Intensive Care Unit	Up to 3 times average semi-private rate
Hospital Miscellaneous Expenses	Usual and customary charges
Skilled Nursing Care	Average semi-private rate not to exceed \$60.00 per day
Surgical and Professional Services	
Surgeon	Usual and customary charges
Assistant Surgeon	Usual and customary charges
Anesthesiologist	Usual and customary charges
Annual Physical Examinations	Usual and customary charges
After continuous coverage under this plan for 6 months, not to exceed \$150.00 per Billed Individual and \$50.00 per Dependent, per Benefit Year.	
All other Eligible Expenses	Usual and customary charges
Urgent Care Center Services	Usual and customary charges
In lieu of the hospital for emergency treatment, 90% coinsurance after the deductible has been satisfied.	

SCHEDULE OF BENEFITS (Continued) HEALTH INSURANCE (Continued) COMPREHENSIVE MAJOR MEDICAL PLAN (Continued)

Additional Accident Benefit

The first \$500.00 of covered expenses due to injury, incurred within 90 days of the accident, will be paid at the usual and customary charges. (No deductible, 100% coinsurance.)

Prescription Drug Benefit

For prescription drugs provided outside of a hospital by a currently contracted pharmacy, you pay \$2.00 per prescription—34 day supply maximum through the pharmacy, 90 day if ordered by mail—then we pay 100%. (Excludes birth control pills, vitamin pills and over-the-counter drugs.) A list of such pharmacies can be obtained from your employer or the Company at the address shown on page 25. This is the only outpatient prescription drug benefit provided.

Pre-Admission Diagnostic Test Benefit

Covered expenses incurred in an outpatient facility for diagnostic tests required for a non-emergency admission to a hospital which are incurred within the 7-day period prior to such admission will be paid at the usual and customary charges. (No deductible, 100% coinsurance.)

Hospice Care Benefit

\$2,000 of covered expenses incurred for hospice care will be paid at the usual and customary charges. (No deductible, 100% coinsurance.)

DENTAL INSURANCE

	For You and Your Dependents
Maximum Benefit Amount	
For Each Covered Person per Benefit Year	\$1,000.00
Deductible Amount	
For Each Covered Person Per Benefit Year	None
Type A Benefits	\$50.00
Type B Benefits	\$50.00
Type C Benefits	
Coinsurance Percentage Payable	
Type A Benefits	80%
Type B Benefits	80%
Type C Benefits	50%
Waiting Period for Eligibility	
For Each Covered Person—Type C Benefits	12 months

SCHEDULE OF BENEFITS **HEALTH INSURANCE** **IN-HOSPITAL AND SURGERY MAJOR MEDICAL PLAN**

You have purchased either this In-Hospital Plan or the Comprehensive Plan on page 2. The plan purchased appears on your certificate sticker on page 1 of this booklet. Dental Insurance on page 3 is an option for both plans and if purchased it will also be stated on your certificate sticker on page 1.

For You and
Your Dependents

Maximum Lifetime Benefit Amount

For Each Covered Person \$1,000,000.00
Except for Nervous or Mental Conditions or
Psychological or Psychiatric Care or Treatment 10,000.00

Deductible Amount

For Each Covered Person per Benefit Year See page 1

Coinsurance Percentage Payable

Of the first \$5,000 of Covered Expenses 80%
Thereafter 100%
For each Covered Person per Benefit Year after the respective
Deductible Amount has been satisfied.

Hospital Room and Board

Average semi-private rate
Intensive Care Unit Up to 3 times average semi-private rate
Hospital Miscellaneous Expenses Usual and customary charges

Surgical and Professional Services

Surgeon Usual and customary charges
Assistant Surgeon Usual and customary charges
Anesthesiologist Usual and customary charges

Additional Accident Benefit

The first \$500.00 of covered expenses due to injury, incurred within 90 days of the accident, will be paid at the usual and customary charges. (No deductible, 100% coinsurance.)

DEFINITIONS

YOU, YOURSELF, YOURS OR YOURSELF

Means the person named as the insured in the Certificate of Coverage sticker attached hereto.

COVERED PERSON

Means you or your insured dependent(s) provided all requirements for ongoing coverage under the policy have been satisfied.

PARTICIPATING EMPLOYER

A Participating Employer is an employer who has applied for coverage under the policy for his eligible employees. A Participating Employer is the agent for his employees for payment of premiums to the Policyholder.

BILLED INDIVIDUAL

A Billed Individual is one who, as a member of an association or other entity named as the policyholder, applies for insurance as an Individual and is billed for premiums on an individual basis.

PHYSICIAN

The term "Physician" shall mean a person who is licensed to practice medicine and surgery as a doctor of medicine (M.D.), or as a doctor of osteopathy (D.O.), a Podiatrist (D.S.C.), a Dentist (D.D.S.), a Chiropractor (D.C.), or a Psychologist (Ph.D.) licensed as such by the proper authorities of the state in which he practices and who is acting within the scope of such license and treating a condition or providing a service otherwise covered by the policy. Physician shall not include the covered person or any person who is the spouse, parent, child, brother or sister of such covered person.

HOSPITAL

Means an institution which meets all the following tests:

1. It maintains permanent and full-time facilities for bed care of five or more resident patients;
2. It has a licensed resident Physician in attendance;
3. It has facilities for major surgery;
4. It continuously provides 24-hour-a-day nursing services by registered graduate nurses;
5. It is operated lawfully in the jurisdiction where it is located;
6. It is primarily engaged in providing diagnostic and therapeutic facilities for medical and surgical care of injured and sick persons on a basis other than as a rest home, nursing home, convalescent home, a place for the aged, or a facility for treatment of drug addiction or alcoholism.

An "Extended Care Facility," as defined under the Medicare Law, will not be considered a hospital.

DEFINITIONS (Continued)

SKILLED NURSING FACILITY means a facility which:

- a. Is licensed as such by the authorities of the state in which it operates.
- b. Has a physician on emergency call.
- c. Continuously provides 24-hour-a-day nursing service by registered graduate nurses.
- d. Maintains daily medical records for each patient.

A Skilled Nursing Facility does not include rest homes, homes for the aged, or similar institutions which provide only Custodial Care.

SKILLED NURSING CARE means care which:

- a. Is provided in a Skilled Nursing Facility.
- b. Requires a level of technical competence such that the care must be provided only under the direct supervision of physicians, nurses or other licensed para-medical personnel.
- c. Is not Custodial Care.

CUSTODIAL CARE means care which:

- a. Is provided chronically ill patients whose conditions have stabilized but who need assistance to maintain the achieved stability.
- b. Is, or could be, provided by persons without professional medical training.

MEDICARE

Medicare refers to Health Insurance as provided under both Parts A and B of Title XVIII of the Social Security Act, as enacted or amended.

USUAL AND CUSTOMARY CHARGES

"Usual" means the fee regularly charged and received for a given service by the health care provider (i.e. the provider's usual fee). "Customary Charge" means a charge considered customary as determined by the Company to the extent that it does not exceed the general level of charges being made by providers of similar training and experience in the locality where the charge is incurred when furnishing customary treatment for a similar Sickness, Condition or Injury. The term "locality" means a county or such greater geographically significant area as is necessary to establish a representative cross section of Physicians, Dentists, or other entities regularly furnishing the type or treatment, services or supplies for which the charge was made.

DEFINITIONS (Continued)

TOTAL DISABILITY

Totally Disabled or Total Disability mean, except where the context clearly indicates otherwise:

1. With respect to an employee of a Participating Employer, that he is prevented by reason of Injury or Sickness from performing the substantial and material duties of any occupation or employment for wage or profit for which he is or becomes qualified by reason of training, education or experience;
2. With respect to a Billed Individual or a dependent, that he is prevented by reason of Injury or Sickness from engaging in the normal and customary duties and activities of a person in good health of like age and sex, or is confined in a medical facility.

INJURY

Injury means bodily injury caused directly by an accident and independently of all other causes.

SICKNESS

Means a condition or an episode, or a symptom of a condition or episode, other than injury, which is a deviation from a normal well person's state of being.

DEPENDENTS

Your eligible dependents are your spouse, or dependent unmarried child or children, including step children and legally adopted children, who are under 19 years of age (under 23 if a full-time student at an accredited college, university or vocational institution).

DEDUCTIBLE AMOUNT

Means the amount of allowable charges which must be paid by a Covered Person each benefit year before benefits are payable.

LICENSED DENTAL HYGIENIST

Means a person who has taken and passed a course in dental hygiene under a recognized dental facility and has received a diploma as a qualified Dental Hygienist.

BENEFIT YEAR

The first benefit year for a covered person is the continuous period starting on the date such person became insured hereunder and ending at midnight on December 31 of that calendar year. Subsequent benefit years shall be calendar years provided the covered person is continuously covered hereunder.

EFFECTIVE DATE AND TERMINATION OF YOUR INSURANCE

EFFECTIVE DATE

You will become insured from the effective date of this certificate, subject to the following Deferral Rule.

Deferral Rule: If you are an employee of an employer applying for coverage, you must be actively at work or, if you are applying individually, both of the following requirements must be met on the date that insurance under the policy is to initially take effect:

1. You must then be able to engage in all of the normal activities of a person in good health of the same age and sex, and
2. You must not be confined in a medical facility.

If these requirements are not met on your effective date of insurance, the effective date will be deferred until the first day of the month coinciding with or next following the date such requirements are satisfied.

This Deferral Rule will not apply to group medical coverage if you were covered under a previous group medical plan within a 60-day period prior to insurance under this policy, and your insurance under this policy followed termination of the prior plan by the Insurer or by your employer and if all eligible employees of your employer, or all eligible members of the group are applying for this plan. Benefits payable under this plan will be reduced by any benefits paid or payable under the previous plan.

TERMINATION

Any insurance provided under any part of the policy will automatically terminate upon the earliest of the following dates:

1. The date of termination of the policy;
2. The last day of the month in which you cease to be eligible for any reason;
3. The last day for which your premium has been paid;
4. The date you enter active duty with the armed services of any country if the period of active duty is to exceed 30 days;
5. If you are an employee of a participating employer, the date your employer no longer meets the participation requirements of the policy, or cessation of active work, or 1 month following a temporary lay-off or approved leave-of-absence, or 6 months following cessation due to a labor dispute, or 3 months following cessation due to disability;
6. Benefits terminate if premium payment is not received within 31 days of the due date. In the event benefits are terminated due to non-payment, a new application must be submitted as though coverage had never been in effect.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF DEPENDENT'S INSURANCE

ELIGIBILITY

You will be eligible to add dependent insurance on the latest of these dates:

1. The date you are eligible for insurance;
 2. The first day of the month after the date you first acquire a dependent.
- This will include again acquiring a dependent after a time without one.

A dependent acquired after your dependents are insured under this policy will be eligible as follows, subject to evidence of insurability if required:

A Spouse—on the first day of the month following the date of your marriage.

A Child—on the date of birth, or in the case of a stepchild or legally adopted child, the first day of the month following the date you acquire the dependent child.

EFFECTIVE DATE

A dependent may initially become insured only if you make written application for such dependent's insurance on a form furnished by the Company and the application is approved by the Company. If you do not apply for dependent insurance when first eligible, you must submit evidence of insurability on all dependents when you do apply.

Insurance will become effective for those dependents, subject to the Deferral rule on page 10, on the first day of the month coinciding with or next following the date the Company approves your written request for such insurance; provided that in no event will such insurance become effective on a day when you are not a Covered Person.

If you acquire an additional dependent while covered for dependent insurance, the newly acquired dependent will be covered under your dependent insurance as of the date he qualifies as an eligible dependent, and, except for a newborn child, subject to the Deferral Rule on page 10 and approval of your application.

Any increase in the amount of insurance of your dependents for any reason will become effective on the first day of the month coinciding with or next following the date of such change, subject to the Deferral Rule on page 10.

The Company may disapprove any application except the application for a newborn child received within 60 days of birth provided that you have applied for insurance on all other eligible dependents before the date of birth.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF DEPENDENT'S INSURANCE (Continued)

Any decrease in the amount of insurance for your dependents for any reason will become effective on the first day of the month coinciding with or next following the date of such change.

Deferral Rule: Both of the following requirements must be met on the date that insurance is to initially take effect for any one dependent (other than for a newborn child) or be increased for any one dependent:

1. The dependent must then be able to engage in all of the normal activities of a person in good health of the same age and sex, and
2. The dependent must not be confined in a medical facility.

If one or both of these requirements are not met on such date, initial or increased insurance for that dependent, as the case may be, will be deferred until the date such requirements are both satisfied.

This Deferral Rule will not apply if your dependent was covered under your previous group medical plan within a 60-day period prior to insurance under this policy, and the Deferral Rule on page 8 does not apply to you.

TERMINATION

Your dependent's insurance for any dependent under any part of the policy will automatically terminate upon the earliest of the following dates:

1. The date the dependent ceases to be an eligible dependent;
2. The date your insurance terminates;
3. The date dependent insurance benefits are discontinued under the policy;
4. The last day for which your dependent's premium has been paid;
5. The date your dependent enters active duty with the armed services of any country if the period of active duty is to exceed 30 days;
6. For a newborn child, 60 days from the date of birth unless application is made within such 60 day period.

Should a dependent's status change so that he or she ceases to be a dependent, insurance for that dependent will terminate on the date of such status change. However, termination of insurance for any one dependent, for this reason, will in no way affect the insurance that is in force for any other family members who are and remain your dependents.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF DEPENDENT'S INSURANCE (Continued)

If a dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent upon you for support and maintenance after attainment of the specified age whereby coverage would otherwise terminate for such dependent, the coverage will continue in force as long as such incapacity continues and the policy remains in full force and effect, and as long as you, on whom such individual is dependent for support and maintenance, continue to be insured under the policy.

Proof of such incapacity and dependency must be furnished to the Company within sixty (60) days of the dependent's attainment of the limiting age and subsequently as the Company may require, but no more frequently than annually after the 2-year period following the dependent's attainment of the limiting age.

HEALTH INSURANCE BENEFITS

This health insurance is in force only if so indicated by your certificate sticker, shown on page 1 of this booklet.

Persons who have not reached the age of entitlement for Medicare or who have elected Medicare as a Secondary Insurer.

When Injury or Sickness results in the following Covered Expenses, the Company will pay the expense actually incurred*, up to the stated limits in the Schedule of Benefits while the Covered Person is under the care of a Physician.

Benefits payable will be equal to the percentage (shown as the Co-Insurance Percentage Payable in the Schedule of Benefits) of the amount of Covered Expenses incurred* during any one benefit year which exceed the Deductible Amount.

Covered Expenses include the following:

- a. **Hospital Room and Board**—When confined as a registered in-patient in a Hospital, not to exceed the lesser of the usual and customary charge for semi-private room or the amount stated in the Schedule of Benefits for each day of confinement.
If confinement in an Intensive Care Unit is necessary, not to exceed, for each day of confinement, 3 times the amount allowable for confinement in a semi-private room.
- b. **Other Hospital Charges**—Usual and customary charges for Hospital services and supplies (except personal items and services) required during confinement as a registered in-patient.
- c. **Skilled Nursing Care**—Usual and customary charges made by a Skilled Nursing Facility up to the amount stated in the Schedule of Benefits, not to exceed a maximum period of 90 days in any benefit year. To qualify for this benefit, the patient must be confined as a registered bed patient, must be receiving skilled nursing care, and must be transferred to a Skilled Nursing Facility from a Hospital within 14 days after hospital confinement as a registered in-patient of at least 3 consecutive days.
- d. **Surgical Operations and Medical Services**—Usual and customary charges made by a Physician for professional surgical and medical services, including X-ray and laboratory services, radiotherapy or physical therapy.
- e. **Services of Physical Therapists**—Usual and customary charges made by a registered physical therapist for necessary professional services when recommended by a Physician.
- f. **Private Nurses**—Usual and customary charges by a licensed graduate nurse (not related to a Covered Person) for professional skilled nursing services (not to exceed \$2,000.00 in covered expenses for each Covered Person each benefit year.)

*Incurred means the date services are rendered.

HEALTH INSURANCE BENEFITS (Continued)

- g. **Miscellaneous Services and Supplies**—Usual and customary charges for any of the following services or supplies to the extent they are not duplicated in paragraphs a. through f. above: anesthetics; use of an operating room; splints, casts and dressings; materials for blood or plasma transfusions; use of a Hospital emergency room and surgical trays; professional ambulance transportation for local travel to or from a Hospital; artificial limbs or eyes as initial replacement of natural limbs or eyes; rental of crutches, wheelchair, hospital-type beds, and oxygen equipment, to the extent such total rental costs do not exceed a reasonable purchase price, as determined by the Company.

See page 26 for additional Covered Expenses, if provided.

EXPENSES NOT COVERED

- a. Any expenses incurred on a date on which a Covered Person is not insured for these benefits except as provided in the Extended Coverage provision on page 16.
- b. Any expenses incurred for or due to any injury or any sickness which became manifest or for which a Covered Person incurred any expense or received any medical or other treatment during the 12-month period immediately before becoming insured. This limitation will remain effective until a Covered Person has been continuously insured under this policy for a period of 24 consecutive months commencing on the date the Covered Person became covered under this policy.
The Limitation on Pre-existing Conditions Provision will be modified as follows if the Covered Person was covered under a previous group medical plan within a 60-day period prior to insurance under this policy, if all eligible employees of your employer, or all eligible members of the group have applied for this plan and if insurance under this policy followed termination of the prior plan by your employer or of the entire plan. Should a claim occur involving a pre-existing condition which would not be payable under this policy, the Company will include time you were continuously covered by the prior plan, up to the date of termination, against the pre-existing exclusion period, and if you then qualify, will pay the lesser of the benefit which would have been payable under the previous plan or this policy.
- c. Any service or supply not listed in the benefit section is not covered. In addition, no benefit shall be payable for any expense caused by or on account of:
 1. Injury or Sickness which is covered by a Workers' Compensation law or similar legislation;
 2. Pregnancy, Childbirth, Cesarean or otherwise, miscarriage or abortion, or complications of any of these;

HEALTH INSURANCE BENEFITS (Continued)

EXPENSES NOT COVERED (Continued)

3. Routine care for and circumcision of a newborn child;
4. Eye refractions, orthoptic or visual motor therapy, radial keratotomy, eye glasses or hearing aids or the fitting thereof;
5. Rhinoplasty, mentoplasty, scaroplasty, rhytidoplasty, blepharoplasty, otoplasty, mammoplasty surgery, except for repair or alleviation of damage resulting from an accident occurring while the individual is insured under this policy which is incurred no later than 2 years from the date of such accident and except for breast reconstruction performed in connection with a mastectomy covered under this policy;
6. Cosmetic surgery unless necessary for repair of damage resulting from an accident occurring while insured under this policy which is incurred within 2 years from the date of the accident;
7. Treatment for any nervous or mental disorder or psychological or psychiatric care or treatment, except when confined as a registered in-patient in a Hospital, but not to exceed the maximums under this policy shown in the Schedule of Benefits for all such disorders;
8. Travel or transportation by any means except necessary professional ambulance service to or from a Hospital;
9. Health or check-up examinations except as specifically provided in the Schedule of Benefits;
10. War or any act of war, whether declared or undeclared;
11. Any Injury or Sickness for which a Covered Person is not under the care of a physician;
12. Treatment by a Dentist, except for repair or replacement of sound, vital teeth to which damage is caused solely by Injury as a result of external force while a Covered Person is covered under this policy, but only for services and supplies incurred within 90 days after the date of the accident;
13. Services for which a Covered Person is not required to pay; or services or supplies rendered by or in any facilities contracted for or operated by any Government unit or any authorized agency thereof;
14. Intentionally self-inflicted injury or suicide or attempt thereat while sane or insane;
15. Alcoholism, alcohol abuse, or complications thereof, narcotism, barbiturism or any other drug addiction or abuse or complications thereof, or any Injury or Sickness while the Covered Person is under the influence of a narcotic or barbiturate unless administered on the advice of a Physician and taken in accordance with the prescribed dosage, or for ingestion or use of hallucinatory drugs;

HEALTH INSURANCE BENEFITS (Continued)

16. Services, supplies or treatment for obesity;
17. Mandibular or maxillary surgery which relates to the teeth and structures supporting the teeth, except for fracture of the jaw caused by Injury occurring while the Covered Person is covered under this policy, but only for surgery performed within 90 days of the accident;
18. Congenital conditions except with respect to children covered from birth;
19. Experimental Procedures of any nature;
20. Acupuncture procedures unless performed by a doctor of medicine;
21. Sterilization operations or procedures, whether voluntary or involuntary.

ADDITIONAL LIMITATIONS

In addition to the pre-existing condition limitations, charges for any care, services or supplies provided in connection with (1) hernia, (2) tonsilitis, (3) adenoiditis, (4) any disease or disorder of the reproductive system or gall bladder, (5) tuberculosis, (6) cancer or tumor, (7) varicose veins, (8) rectal disease or disorder, (9) bunions, (10) conditions requiring coronary bypass surgery, or (11) conditions requiring laminectomy or spinal fusion, will not be considered covered expenses unless such charges are incurred after the end of a six (6) consecutive months' period during which this health insurance policy has been continuously in force for the Covered Person.

DEDUCTIBLE

Major Medical Benefits are subject to Deductible Amounts as stated on the Certificate of Coverage on page 1.

You and each of your dependents will have separate Deductibles each benefit year. After 3 members of your family have satisfied their respective Deductible Amounts during any one benefit year, Covered Charges incurred by or on behalf of any members of your family will not be subject to any additional Deductible Amounts for the remainder of such benefit year.

The Deductible will apply to each benefit year; provided, however, that any Covered Expenses applied toward the Deductible Amount during the last three months of any benefit year may also be applied toward the Deductible Amount for the next benefit year.

MAXIMUM BENEFITS

The total Major Medical Benefits payable under this policy during any Covered Person's lifetime shall be as stated in the Schedule of Benefits.

HEALTH INSURANCE BENEFITS (Continued)

EXTENDED COVERAGE

If a Covered Person's coverage terminates because of termination of the policy or the termination of coverage of an entire employer unit, any unused portion of the Major Medical Maximum Benefits will be available for Covered Expenses incurred* during continuous Total Disability until the Disabled person is covered for the disability under any group or group type of plan but not to exceed 12 consecutive months after the date of such termination if:

- a. A Covered Person is totally disabled on the date of such termination; and
- b. The Total Disability is due to an Injury or Sickness covered by this policy; and
- c. The expenses are incurred as a result of that Injury or Sickness.

Medicare Supplement for persons who do not elect Medicare as Secondary Insurer

AUTOMATIC COVERAGE UNDER THIS POLICY

You or your spouse, who is covered under the health insurance on the date he or she becomes eligible for Medicare, will be automatically transferred to this Supplement on the first day of the month in which such eligibility for Medicare occurs, at the rates then in effect for this Supplement. Benefits under this Medicare Supplement are all eligible expenses payable under the applicable Major Medical Policy, reduced by appropriate deductibles, less what Medicare pays for such expenses, or the amount payable in the absence of Medicare, whichever is less.

COVERAGE AT AGE 65

(For Covered Persons not eligible for Medicare)

You or your spouse, who is covered under the health insurance on the date he or she reaches age 65, and is not eligible for Medicare, will be automatically transferred to the Medicare Supplement Policy (above) on the first day of the month in which age 65 is attained.

Benefits under this provision are all eligible expenses payable under the applicable Major Medical Plan reduced by appropriate deductibles, less what Medicare would have paid for such expenses if the Covered Person had been eligible for Medicare, or the amount payable in the absence of Medicare, whichever is less.

*Incurred means the date services are rendered.

HEALTH INSURANCE BENEFITS (Continued)

CONVERSION PRIVILEGE

If you have been continuously insured under this policy for Medical benefits for at least three (3) consecutive months when your insurance terminates, then you have the right to convert your insurance (including coverage for your eligible dependents who were covered by this policy) to a Conversion Policy without proof of good health. To convert the insurance coverage, written application must be made by you and the first premium paid to the Company within 31 days after insurance under this policy ends. This Conversion Privilege will not apply if:

1. The termination of coverage is due to the termination of the Group Plan (or termination of participation by your employer) and Coverage is replaced by similar coverage within 60 days, or
2. The termination of coverage is due to your failure to remit any required premium.

Subject to the conditions listed above, your eligible spouse and children also have the right to convert their insurance coverage in the event of your death or if they cease to be qualified family members under this policy.

Benefits of the Conversion Policy are available upon request. The premium will be at the Company's current customary conversion policy rates. The effective date of the converted policy will be 12:01 a.m. on the day following the termination of insurance under this policy.

This Conversion Privilege will not apply to any person who:

1. Is covered for similar benefits by another hospital, surgical, medical or major medical expense insurance policy, a hospital or medical service subscriber contract, a medical practice or other service subscriber contract, a medical practice or other prepayment plan, or by any other kind of plan or program;
2. Is eligible to be covered for similar benefits under any arrangement of coverage for individuals in a group, whether on an insured or uninsured basis;
3. Has similar benefits provided for or available by reason of any state or federal law.

DENTAL INSURANCE BENEFITS

This dental insurance is in force only if so indicated by your certificate sticker, shown on page 1 of this booklet.

COVERED EXPENSES

Covered Dental Expenses are the usual and customary charges, as objectively determined by the Company, for the procedures described in the Schedule of Covered Benefits subject to the Expenses Not Covered provisions.

PRE-CERTIFICATION OF CHARGES

If charges which would be payable for a proposed course of dental care would exceed a total of \$150.00, written notice on a form supplied by the Company outlining such course, and including charges, must be forwarded to the Company for assessment and certification prior to the commencement of any work or treatment. The Company will determine and certify in writing the maximum amount of work or treatment and charges for which payment will be made. This certification is not a guarantee of payment.

Any pre-certification of charges previously issued to a Covered Person will be of no effect after the date such person's coverage under this policy terminates.

MAXIMUM AMOUNT

The Maximum Amount is the total amount of dental benefits payable under this policy on behalf of a covered person during any Benefit Year.

DEDUCTIBLE AMOUNT

The Deductible Amount is the amount of covered expense which must be paid by a covered person each Benefit Year before benefits are payable. The Deductible Amount applies separately to each type of covered benefits.

SCHEDULE OF COVERED BENEFITS

TYPE A BENEFITS

1. Oral examination, including scaling and cleaning of teeth, but not more than one examination in any period of 6 consecutive months.
2. Dental X-rays: limited to 4 bite wing films during any period of 6 consecutive months. One entire dental series, up to 14 films, is covered every 24 months of continuous coverage after age 12.
3. One topical application of sodium or stannous fluoride during each period of 12 consecutive months, up to age 15.
4. One emergency palliative visit for relief of pain during any period of 6 consecutive months.

DENTAL INSURANCE BENEFITS (Continued)

TYPE B BENEFITS

1. Extractions
2. Endodontics including root canal therapy.
3. Amalgam, silicate, acrylic or plastic fillings.
4. Local anesthetics and antibiotic drugs injected by the attending Dentist.

TYPE C BENEFITS

1. Inlays; gold fillings; acrylic, porcelain, gold and stainless steel crowns; and gold dowel pins.
2. Initial installation of fixed bridgework including the accompanying inlays and crowns to form abutments to replace one or more natural teeth extracted while the Covered Person is covered under this policy.
3. Initial installation of partial or full removable dentures to replace one or more natural teeth extracted while the Covered Person is covered under this policy.
4. Repair or recementing of crowns, inlays, bridgework or dentures; or relining of dentures.
5. Replacement of existing partial or full removable dentures or fixed bridgework, or the addition of teeth to an existing partial removable denture or to bridgework to replace extracted natural teeth, but only if evidence satisfactory to the Company is furnished that:
 - a. The replacement or addition of teeth is required to replace one or more natural teeth extracted while the Covered Person is covered under this policy and after the existing denture or bridgework was installed; or
 - b. The existing denture or bridgework was installed at least five years prior to its replacement and that the existing denture or bridgework cannot be made serviceable; or
 - c. The existing denture is an immediate temporary denture, and replacement by a permanent denture is required and will take place within 12 months from the date of installation of the immediate temporary denture.
6. Subgingival curettage, alveolar and gingival reconstruction, root planing, gingivectomy, or other treatment of periodontal abscess and periodontitis.
7. Space maintainers.

DENTAL INSURANCE BENEFITS (Continued)

EXPENSES NOT COVERED

Any service or supply not listed under the Schedule of Covered Benefits is not covered.

In addition, no benefit shall be payable for:

1. Treatment by other than a Dentist, except that scaling of teeth may be performed by a licensed Dental Hygienist if the treatment is rendered under the supervision and direction of a Dentist;
2. Dentures and bridgework (including crowns and inlays forming abutments) when such charges are incurred for replacement of teeth all of which were extracted while the Covered Person was not covered under this section, unless continuously covered under this section for 36 months;
3. Implants and appliances constructed in association therewith beyond the cost of a standard complete or partial denture;
4. Surgical removal of implants;
5. Replacement of implants or appliances constructed in association therewith if this policy covered the original placement within the previous five years;
6. Prosthetic devices (including bridges and crowns) and the fitting thereof which were recommended or ordered before the Covered Person was covered under this policy or which were ordered while the Covered Person was covered under this policy, but installed or delivered more than 30 days after termination of his or her coverage;
7. Service or supplies for orthodontic treatment, including but not limited to services for restoring tooth structure lost from wear, for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion or for permanently stabilizing the teeth.
8. Expenses payable under the Health Insurance Plan;
9. Dental care rendered or supplied by a Dentist employed by a government, or at the expense of a government or agency thereof;
10. Sickness or Injury which is covered by a Worker's Compensation law or similar legislation;
11. Replacement of a lost or stolen prosthetic device;
12. Treatment for congenital (hereditary) or developmental malformations, cosmetic surgery or dentistry for cosmetic reasons; cleft palate; maxillary or mandibular (upper and lower jaw) degeneration; enamel hypoplasia (lack of development); fluorosis.

COORDINATION OF BENEFITS PROVISION

(Medical and Dental Benefits Only)

If any Covered Person is entitled to benefits under any other plan, the benefits payable will be in accordance with the Coordination of Benefits Provision of this policy.

The benefits payable under this policy may be reduced if you or your dependent have other plans providing similar benefits. If the Coordination of Benefits Provision applies, the benefits payable under this policy will be reduced so that the total payments under all plans do not exceed 100% of allowable expenses.

"Allowable expenses" means any necessary, usual and customary charge for services and supplies which is covered in full or in part by any plan.

"Plan" means this policy and any other group insurance or group service or prepayment plan providing similar benefits, or any government plan or law. "Plan" does not include any individual policy or contract or Medi-Caid or Medicare.

The order of benefits payments among plans will be determined in accordance with these rules:

1. If the other plan does not have a coordination of benefits provision, then this plan's benefits will be determined after the other plan's benefits have been determined;
2. If the other plan also has a Coordination of Benefits Provision, then;
 - a. The plan which covers the person on a basis other than as a dependent will determine benefits first;
 - b. The plan which covers the person as a dependent of a male person will determine benefits first;
 - c. If a. and b. above do not establish an order of benefit determination, then the plan which has covered the person for the longer period of time will determine benefits first.

If payments have been made by any other plan which should have been made under this policy, the Company may pay such other plan such amounts the Company determines appropriate and such payments will be deemed benefits paid under this policy.

If, at any time, payments made by the Company under this policy exceed the benefits payable under this provision, the Company shall have the right to recover the excess payments from any person to or for whom payments were made or from any organization or plan for which similar benefits remain payable.

The Company may, with the consent of the Covered Person, release to or obtain from any insurance company or other organization or person any information, with respect to any person, which the Company deems to be necessary for the purposes of this provision. Any person claiming benefits under this policy shall furnish to the Company such information as may be necessary to implement this provision.

GENERAL PROVISIONS

ENTIRE CONTRACT, CHANGES AND INCONTESTABILITY

The policy, the application of the Policyholder, the application of your employer (if any) and your applications constitute the entire contract between the parties and any statement made by the Policyholder, your employer, or by you shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the benefits under this policy or be used in defense to a claim hereunder unless it is contained in a signed written application, nor shall any statement be used at all to void the policy after it has been in force for two years, nor shall any statement of yours be used at all in defense to a claim for losses incurred or disability commencing after your insurance coverage has been in effect for two years.

NOTICE OF CLAIM

You must give the Company written notice of a claim within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. This notice must be given by you, or by someone on your behalf, to the Company and must contain enough information to identify you.

CLAIM FORMS

When the Company receives your notice of claim, it will provide you with forms for filing proof of loss. If it fails to do this within 15 days, you may submit written proof covering the occurrence, character and extent of the loss, and this will be sufficient proof of loss if furnished within the time allowed for furnishing proofs of loss.

PROOF OF LOSS

Written proof of loss must be furnished to the Company within 90 days after the date of such loss. If you fail to furnish such proof within the time allowed, your claim will not be invalidated nor reduced if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of your legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIM

Benefits payable under this policy will be paid as they accrue immediately upon receipt of due written proof of such loss and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

GENERAL PROVISIONS (Continued)

PAYMENT OF CLAIMS

Benefits for loss of life, if any, will be payable in accordance with the beneficiary designation and the provisions respecting such payment. If no such designation or provision is then effective, such benefits shall be payable to the estate of the Covered Person. Any other accrued benefits unpaid at the Covered Person's death may, at the option of the Company, be paid either to such beneficiary or to such estate. Subject to any written direction of the Covered Person, in an application or otherwise, all or a portion of any Medical Expense Benefit provided by the policy on account of hospital, nursing, medical or surgical service may, at the Company's option, and unless the Covered Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the hospital or person rendering such services, but it is not required that the service be rendered by a particular hospital or person.

If any benefit of the policy shall be payable to the estate of the Covered Person, or to a Covered Person who is a minor or otherwise not competent to give valid release, the Company may pay such benefit up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Covered Person who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATIONS AND AUTOPSY

The Company, at its own expense, shall have the right and opportunity to examine the person of any individual whose Injury or Sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim under this policy and make an autopsy in case of death, where it is not forbidden by law.

LEGAL ACTIONS

No Action at law or in equity may be brought to recover on the policy before 60 days after sufficient proof of loss has been furnished the Company nor after 3 years from the expiration of the time allowed for furnishing proof of loss.

GENERAL PROVISIONS (Continued)

WORKERS' COMPENSATION

The policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance.

MISSTATEMENT OF AGE

If any premium payable on account of any Covered Person is based on the age of the Covered Person and if the age or date of birth of the Covered Person has been misstated, the amount payable hereunder will be the full amount of insurance to which he is entitled at his true age. A premium adjustment shall be made so that the Policyholder shall pay all the actual premium required at the true age of the Covered Person. If no insurance of the type for which claim is made would have been issued at the true age, the liability of the Company will be limited to a return of all premiums paid therefor.

HOW TO FILE A CLAIM

1. Obtain a Claim Form from the Company.
2. Complete the Insured's portion of the claim form.
3. Have your Physician or Dentist complete his/her portion of the claim form in detail.
4. If you desire to have payments made directly to your Physician, Dentist or Hospital, complete the assignment portion of the claim form.
5. Upon completion of the claim form attach itemized bills and send your claim to:

GREAT REPUBLIC LIFE INSURANCE COMPANY

470 South Patterson Avenue
Santa Barbara, California 93111-2499

If you have other coverage in addition to this policy, you can help speed up payment of benefits by filing a claim with all plans at the same time. Be sure to indicate on your claim form the names and addresses of all insurers of other plans from which you may receive benefits.

CLAIMS REVIEW PROCEDURE

This booklet explains the procedure for filing a claim under the policy. If a claim is denied in whole or in part, you may request a review of the decision. Your request for review of the claim must be in writing and must be made within 6 months after the date the claim was denied. Send the request to the Company. The request should contain any facts which you consider important to the review.

The Company will make a determination of your eligibility for the benefits and will send its decision to you in writing within a reasonable period of time. The decision will be final. If the denial of benefits is confirmed you will be told the reasons for the decision.

ADDITIONAL HEALTH INSURANCE BENEFITS

The following are added to the list of Covered Expenses which begins on page 12.

- h. **Hospice Care** — Usual and customary charges made by a Hospice, licensed as such by the authorities of the state in which it operates, for services and supplies provided within the scope of such license to the extent that such charges would have been considered covered expenses if provided by a hospital or skilled nursing facility.
- i. **Prescription Drug Benefit** — Drugs provided outside of a hospital requiring a physician's prescription are covered only if the prescription is filled at a currently contracted pharmacy and are subject to the copayment and limitations specified in the Schedule of Benefits.
- j. **Urgent Care Center Charges** — Usual and customary charges for professional services and supplies, not including take-home prescription drugs, for emergency treatment.

GREAT REPUBLIC'S

THE SOLUTION.

1644

☒ New Business
☐ Re-apply
☐ Add-on to Billing Unit # _____
 (If add-on send no money)

APPLICATION FOR ASSOCIATION MEMBERSHIP & HEALTH INSURANCE

Name of Applicant	Last <u>Horner</u> First <u>William</u> Initial <u>m</u>	Soc. Sec. #	[REDACTED]
Address	<u>70 Hartford St</u> City <u>S.F.</u> County _____ Zip <u>94114</u>		
Phone (415) <u>626-3040</u>	<input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced		
Name of Employer (if any)	<u>EGO Enterprises</u> Bus. Phone (415) <u>863-2111</u>		
Employer Address	<u>108 Eureka St.</u> City <u>S.F.</u> Zip <u>94114</u>		
Address to Bill <input checked="" type="checkbox"/> Home <input type="checkbox"/> Employment	Nature of Business <u>Designing</u>		
Occupation of Applicant	<u>Designer</u> Past 3 Years <u>Designing</u>		
Occupation of Spouse	Past 3 Years _____		
Names of Applicant and Dependents	Sex M/F Relationship Birthdate Present Age Height Weight		
<u>William Horner</u>	<u>M</u> Applicant <u>9-29-54</u> <u>30</u> <u>5'6 1/2"</u> <u>120</u>		
	Spouse _____		

Definition of Dependents is your spouse and unmarried children up to age 19 or age 23 if they are full-time students at an accredited school. You must list all dependents to be covered.

REQUESTED EFFECTIVE DATE

☐ First ☒ Fifteenth of May. Your coverage doesn't start until you receive written approval from the Company. If you are unable, due to sickness or injury, to perform your normal activities on the date your insurance would become effective, it will not be effective until you actively perform the regular and customary activities of a person in good health of the same age and sex.

PLAN SELECTED ☒ Comprehensive ☐ In-Hosp./Surgical

Deductible: ☐ \$100 ☒ \$250 ☐ \$500 ☐ \$1000

HOW TO FIGURE PAYMENT

The monthly administration fee is \$3.00 per application (\$6.00 minimum). Add the Application Fee/Association Dues to the first month's Administration Fee and Premium.

Send a check payable to: Great Republic
 470 South Patterson Avenue
 Santa Barbara, CA 93111-2499

☐ Check here if Sure-Pay is to be used

Major Medical Premium:	\$ <u>53.10</u>
Optional Dental Premium:	<u>—</u>
Initial Application Fee and Association Dues:	<u>10.00</u>
Monthly Administration Fee:	<u>6.00</u>
Total Received by Agent:	<u>69.10</u>

PRODUCER INFORMATION

Agent's Name <u>Richard Mignone</u>		Agent's Phone (415) <u>826-6072</u>	
Number <u>219</u>	Street <u>Richland Ave</u>	City <u>San Francisco</u>	Zip <u>94110</u>
Agent Code Number <u>5019149</u>	Name of General Agent <u>JACK B Schmitz</u>	General Agent's Code # _____	

WILL THIS REPLACE AN EMPLOYER PLAN YOU HAVE NOW?

☒ NO Please skip the following shaded area and go directly to the Health Questions section below.

☐ YES Please complete this box.

Are all employees who were covered before applying for this plan? ☐ YES ☐ NO

Name of plan being replaced _____

List all health conditions which any applicant or dependent had, or which were manifest or for which medical services, consultation or treatment by any physician or practitioner was received within the past two years. Specify which applicants or dependents and describe the conditions. If none, write "NONE."

Please submit copy of the certificate booklet and last paid billing for the group plan being replaced with this application.

HEALTH QUESTIONS. Has any Applicant or Dependent:

(Answers to be completed by applicant)

Had or been treated for a Heart Attack, Heart Disease, Chest Pains, Stroke, Arteriosclerosis, Dizzy Spells, High Blood Pressure, or any disease, condition or abnormality related to the heart within the past seven years?

☐ YES ☒ NO

Been diagnosed or treated for AIDS, Cancer, Leukemia, Hodgkin's Disease, Diabetes or any Malignancy within the past ten years?

☐ YES ☒ NO

Now or ever had any disease or disorder of the Kidney, Esophagus, Stomach, Intestine, Liver, Blood, Respiratory System, Spine, or Reproductive System?

☐ YES ☒ NO

Now or ever had any Psychosis or Emotional/Mental Illness; or been treated by a Psychiatrist or Psychologist within the past five years; or presently have a Mental Disability or Retardation?

☐ YES ☒ NO

Now or ever had Parkinson's Disease, Epilepsy, Central Nervous System Disorders, Alcoholism or used any controlled substance or any drug other than as prescribed by a Physician?

☐ YES ☒ NO

A physical impairment, deformity, congenital abnormality, current disability; or an inability to engage in all normal activities of a person in good health?

☐ YES ☒ NO

Any knowledge or symptom of being pregnant?

☐ YES ☒ NO

APPLICANT'S CERTIFICATION AND ASSOCIATION MEMBERSHIP

Application is hereby made for non-voting associate membership in the B.R.A.C.E. Association by the undersigned. I have answered every question completely and truthfully. I understand that I am not eligible for insurance if I have answered "YES" to any of the health questions and that the coverage afforded will be in consideration of the answers and statements on this and the reverse side. I also understand that any misstatements or failure to report information may be the basis for rescission of my insurance.

Signature of Applicant ☒ _____

Date 5/16/85

Signature of Spouse ☒ _____

Date 1/1

Required for Dependent Coverage

AGENT'S CERTIFICATION

I hereby certify that I am not aware of any other information which might have a bearing on the applicant's insurability nor have I altered any responses on this application.

Signature of Agent ☒ _____

Date 5/16/85



GREAT REPUBLIC INSURANCE COMPANY

470 SOUTH PATTERSON AVENUE • SANTA BARBARA, CA 93111-2499 • (805) 964-4724

December 30, 1985

Mr. William Horner
70 Hartford
San Francisco, CA 94114

Date: June 4, 1985 to October 18, 1985
Patient: William Horner
Insured: Same
Billing Unit #: CAS-24150
Provider: Paul Isakson, M.D.
William Heer, M.D.
Alan Berman, M.D.
R.K. Davies Medical Center
International Clinical Lab

Dear Mr. Horner:

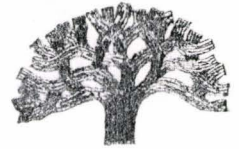
We have received charges from the above provider for treatment of your condition.

Your policy contains a pre-existing condition clause which reads:

"Any expenses incurred in connection with the same or related cause or condition which became manifest or for which a Covered Person received any medical care or services or supplies or used any drugs or medicines within the 12-month period immediately before becoming insured. This limitation will remain effective until a Covered Person has been continuously insured under this policy for a period of 24 consecutive months commencing on the date the Covered Person became covered under this plan."

These provisions are explained on Page 14, Part A of your policy book.

CITY of OAKLAND



CITY HALL • 14TH AND WASHINGTON STREETS • OAKLAND, CALIFORNIA 94612

Office of the City Attorney
Richard E. Winnie
City Attorney

March 20, 1986

Re: Revised Draft of Oakland Ordinance
Prohibiting Discrimination Against
Persons Having AIDS/ARC

Dear

You previously received an initial draft of a proposed ordinance for Oakland prohibiting discrimination against persons having AIDS/ARC. As a result of the circulation of this initial draft the City Attorney's Office received many comments and suggestions regarding the draft.

Please find enclosed a revised draft of the proposed ordinance and a report from the City Attorney to the Social Services, Health and Welfare Committee of the Oakland City Council. This report and the revised ordinance have been forwarded to the Committee.

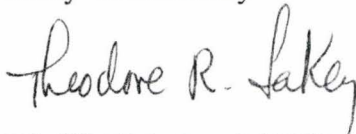
If you have any further comments or suggestions you wish to make regarding the proposed ordinance you may either contact the undersigned at 273-3601, or you may wish to present your comments to the members of the Social Services, Health and Welfare Committee when this matter is brought to the Committee for consideration and review.

March 20, 1986
Page Two

Thank you for your assistance and cooperation in this matter.

Very truly yours,

RICHARD E. WINNIE
City Attorney

By: 
THEODORE R. LAKEY
Assistant City Attorney

TRL/mm

Enclosures

cc: Councilmember Wilson Riles, Jr., Chair
Councilmember Aleta Cannon
Councilmember Marge Gibson
Councilmember Mary Moore

CITY OF OAKLAND



CITY HALL • 14TH AND WASHINGTON STREETS • OAKLAND, CALIFORNIA 94612

Office of the City Attorney
Richard E. Winnie
City Attorney

March 25, 1986

Social Services, Health and Welfare Committee
Oakland City Council
Oakland, California

Dear Chairperson Wilson Riles, Jr. and Members of the Committee

RE: Legislation Prohibiting Discrimination
Against Persons Suffering From Acquired
Immune Deficiency Syndrome (AIDS)

On January 14, 1986, the Social Services, Health and Welfare Committee of the Oakland City Council directed the City Attorney to prepare a draft ordinance that would prohibit discrimination against persons with Acquired Immune Deficiency Syndrome or AIDS-related conditions (AIDS/ARC). The draft was to be based on the contents of a December 3, 1985 letter to Mayor Wilson and Members of the City Council from Bob Kegeles, Chair of the East Bay AIDS Resources Organization and Tom Brougham, President of the East Bay Lesbian/Gay Democratic Club. The City Council Committee also requested that this draft ordinance be reviewed with interested citizens, specifically including Dr. Robert Benjamin, Chief of Communicable Diseases For Alameda County; Mr. Brougham; Mr. Kegeles; Paul Smith of Operation Sentinel; and Eugene Simonalle, Associate Counsel and Assistant Secretary for Cutter Laboratories.

As requested, a draft of a proposed ordinance was prepared by this office, and comments were requested and received from the persons listed above. The comments of Mr. Simonalle were submitted in a letter to this office, dated February 28, 1986. A copy of that letter is attached for your information. The comments of Bob Kegeles, Tom Brougham and Paul Smith were conveyed to this office by telephone.

The attached draft contains revisions which resulted from the comments received during this review. Most changes that were incorporated into the initial draft were intended to address suggestions made by the reviewers. Other changes have been made in order to clarify certain provisions.

SUMMARY OF ORDINANCE

The draft ordinance prohibits discrimination against persons who have AIDS, AIDS-Related Conditions, and other related conditions. This ordinance would also protect persons who are carriers of the HTLV-III/LAV virus which is associated with AIDS. (This condition is generally referred to as "sero-positive", and includes persons found to be antibody positive, but who are free of any AIDS/ARC symptoms.) The ordinance would also protect individuals who are suspected of or who are perceived as having AIDS/ARC, individuals who are believed to be at risk of having AIDS, and individuals who associate with or who are suspected of associating or perceived to associate with persons having AIDS/ARC. For purposes of this report all of these persons will be referred to as "protected persons".

The protections of the draft ordinance apply to discrimination in the following areas:

- ° Employment - Protected persons may not be discriminated against in hiring, discharging, establishing terms and conditions of employment, and extending promotional opportunities, training and benefits. The practices of employers, employment agencies and labor organizations are covered by the ordinance.
- ° Housing - Protected persons may not be discriminated against in the renting, leasing, sale, purchase and financing of residential and commercial properties. The ordinance would also prohibit notifying persons interested in a real estate transaction that any current or prior tenant or holder of an interest in the affected real estate has or had AIDS/ARC. Owner-occupied housing units are exempted from these regulations. The provisions of the draft ordinance would not override the provisions of the Oakland Rent Arbitration Ordinance.
- ° Business Establishments and Public Accommodations: Protected persons are guaranteed full and equal enjoyment of business establishments and public accommodations.
- ° City Facilities and Services: Protected persons are guaranteed full and equal enjoyment of City services and facilities.
- ° Educational Institutions: Educational institutions are prohibited from denying admission or continued enrollment to protected persons. This section does not prohibit religious or denominational institutions

from limiting admission or giving other preferences to applicants of the same religion.

The draft ordinance contains a series of affirmative defenses that allow a person charged with a violation of the ordinance to defend against such charge by proving that:

- ° In the area of employment, otherwise unlawful discrimination is allowed if the absence of AIDS is reasonably necessary to an employer's business, and that persons with AIDS cannot hold such employment without endangering their health or safety or the health and safety of others.
- ° In the areas of Housing, Business Establishments and Public Accommodations, City Facilities and Services, and Educational Institutions, the otherwise unlawful discrimination is justified in order to protect the health and safety of the person who has AIDS or to avoid a danger to others, and there exists no less discriminatory means of protecting personal health and safety.

The ordinance prohibits the requirement of "AIDS tests" by an employer, unless the employer can prove that the absence of AIDS is a bona fide occupational qualification.

The posting of notice of the provisions of the ordinance is required of the employers having fifteen or more employees, and of landlords renting three or more commercial units or five or more housing units. Retaliation is prohibited against individuals acting under the rights protected by the ordinance.

Persons who violate the ordinance can be held liable for actual or compensatory damages; civil penalty of at least \$1000 and up to three times the amount of actual damages; costs and attorneys' fees; and punitive damages as determined by the court. Equitable relief is also allowed under the ordinance such as injunctive relief ordering the termination of an unlawful practice.

Enforcement of the ordinance may be through the filing of a civil lawsuit by an aggrieved individual. In addition, the City Attorney, District Attorney, any aggrieved party, or a certified class representative would have the authority to seek injunctive relief. Criminal penalties are not provided. Actions under the ordinance must be filed within two years after the alleged discriminatory acts.

Actions which are required to be taken by the State or Federal Governments are not prohibited by the ordinance.

Any written or oral agreement which purports to waive any provision of the ordinance is declared to be against public policy and void.

ISSUES RAISED BY COUNCIL COMMITTEE

In conjunction with its directions to proceed with preparation of the draft ordinance, the Council Committee requested that the City Attorney review the following two issues:

1. Whether employers whose established employment practices require training or apprenticeship programs for employees should be exempted from the provisions of the ordinance and be allowed to exclude prospective prospective employees with AIDS/ARC?

2. What is the extent of liability to the City, if any, if non-exempt businesses are required by ordinance to hire and/or retain persons with AIDS/ARC or who are sero-positive and it is subsequently proven that the subject employees cause the transmission of AIDS during the course of their employment?

These two issues are discussed in sequence below.

Our review of this issue indicates that it would probably not be lawful to grant businesses the right to exclude protected persons from employment, training or apprenticeship programs. This conclusion is based upon federal and state laws which prohibit employment discrimination against handicapped persons, as explained below.

The Federal Vocational Rehabilitation Act of 1973 prohibits discrimination against the handicapped or disabled in the areas of federal employment, government contracting and subcontracting, and organizations receiving federal assistance. State prohibitions are more extensive in that their proscriptions are not limited to programs receiving governmental assistance. The State Fair Employment and Housing Act applies to all employers, private and public, who employ five or more persons, and applies specifically to apprenticeship and training programs. The State Fair Employment and Housing Act prohibits employment discrimination against persons with a physical handicap, a term which includes persons with AIDS/ARC.

Appellate courts have not specifically decided whether these federal or state handicapped laws protect AIDS/ARC victims from employment discrimination. However, the language of these acts and decisions in cases involving contagious diseases and other disadvantaged conditions indicate that persons with AIDS/ARC, including individuals diagnosed as being sero-positive (carriers of the HTLV-III/LAV virus) will be considered handicapped and receive the protections afforded by these acts.

In Arline v. School Board of Nassau County, 772 F.2d 759 (1985), the Federal Court of Appeals for the Eleventh Circuit held that contagious diseases, such as tuberculosis, constitute a "handicap" within the meaning of the Federal Rehabilitation Act. In Arline, a person afflicted with tuberculosis was found to be a person who "has a physical or mental, impairment which substantially limits...major life activities," 29 U.S.C. § 706 (7)(B), since the disease can significantly impair respiratory functions as well as other major body systems. Moreover, even when the plaintiff Arline was not directly affected by tuberculosis, but had a past record of infection with the disease, she still would fall under the coverage of the Federal Act because she has a record of impairment and would be regarded as having such an impairment by her employer. 45 U.S.C. § 84.3(j)(2)(iii) and 45 U.S.C. § 84.4(j)(2)(iv). The same statutory tests used in Arline would be used for an individual diagnosed as being sero-positive (i.e., no symptoms of AIDS or ARC, per se) subjected to employment discrimination solely because of the presence of the virus.

There may be a rationale basis for excluding from employment an individual infected by the HTLV-III/LAV virus, as permitted, for example, in Section 3-21.09 of the draft ordinance, which allows exclusion when the absence of AIDS is a bona fide occupational qualification, or reasons of health and safety support exclusion. However, if such justification cannot be proven to exist, the exclusion of individuals with AIDS from employment, training and apprenticeship programs would be prohibited by federal laws where the employer receives federal funding.

In California, the Fair Employment and Housing Act applies to all employers, private and public, who employ five or more persons. (Government Code Section 12926(c).) Government Code Section 12940 prohibits employment discrimination against persons with a physical handicap. Physical handicap is defined to include (Section 12916(h)) the impairment of "sight, hearing or speech, or impairment of physical ability because of amputation or loss of function or coordination, or any other health impairment which requires special education or related services."

In American National Ins. Co. v. Fair Employment and Housing Com. (1982), 32 Cal.3d 603, the California Supreme Court interpreted the term "handicap" to include all handicaps that are physical and which have the disabling effect of making achievement unusually difficult. In American National, the Court determined that high blood pressure may be a "physical handicap". As stated in the decision, "the law clearly was designed to prevent employers from acting arbitrarily against a physical condition that, whether actually or potentially handicapping, may present no current job disability or job-related health risk." (Ibid. at 610).

Title 2, Section 7293.6 of the California Administrative Code further defines a handicapped individual as one who has a physical handicap which substantially limits one or more major life activities; has a record of such a physical handicap; or is regarded as having such a physical handicap.

Therefore, it appears that the California Administrative Code and the American National decision prohibit discrimination against prospective employees who are protected persons under the draft ordinance.

State law allows disparate treatment of protected persons if the employer can show that:

- ° The exclusion of a protected persons is a bona fide occupational qualification;
- ° A protected person could not perform the essential job functions of the position in a manner which would not endanger his/her health or safety; or
- ° After reasonable accomodation has been made, the protected person cannot perform essential job functions or would perform the position in a manner which would endanger the health or safety of others to a greater extent than if performed by a non-handicapped (non-infected) individual.

The attached draft ordinance contains similar disparate treatment language. If a prospective employee who is otherwise protected under the ordinance presents a proven, significant threat of infection to co-workers or customers of an employer, the health and safety defenses would apply. Employers thus appear to have an adequate mechanism to justifiably deny employment to persons who pose a threat to the health and safety of themselves and others.

Based upon current medical information concerned with the transmission of the AIDS virus, though, these defenses may not often support employment discrimination. At this time, public health authorities indicate that the AIDS virus cannot be contracted through the casual, non-intimate contact present in most employment situations. It is unlikely that employers will be able to prove that a protected person is contagious and represents a threat to the health and safety of co-workers or customers or the employer.

In summary, it appears that if an exemption ordinance for employers who conduct training and apprenticeship programs were included in the draft ordinance it is likely that such an exemption would not survive judicial challenges. However, should the presence of the HTLV-III/LAV virus create a proven, significant health or safety hazard, the ordinance would provide a mechanism for protecting the health and safety of employers, co-employees, and members of the general public.

The City Council Committee instructed this office to review the potential liability to the City government if the ordinance were to require an employer to hire or retain an employee with AIDS/ARC, and if it can be demonstrated that the HTLV-III/LAV virus was thereafter transmitted by such an employee during the course of his or her employment.

The current medical information available indicates that AIDS is not transmitted through the kind of casual contact most employees experience during the course of their employment. Nevertheless, assuming a plaintiff who contracted AIDS could prove that the disease was acquired through contact in the workplace with an employee hired and/or retained by an employer acting in compliance with the ordinance, it appears that the California Government Code contains several provisions which would protect the City from such legal actions.

Government Code, Section 818.2, establishes immunity from liability for legislative enactment of public entities. It specifically provides that:

A public entity is not liable for an injury caused by adopting or failing to adopt an enactment or by failing to enforce any law.

Government Code, Section 821, further provides that:

A public employee is not liable for an injury caused by his adoption of or failure to adopt an enactment or by his failure to enforce an enactment.

The California Supreme Court has determined that the immunity afforded by these provisions attaches only to discretionary functions. (Nunn v. State of California, 35 C.3d 616 (1983).) Adoption of the proposed ordinance would be a discretionary decision made pursuant to these sections of the Government Code. Dana Corp. v. State of California, 103 C.A.3d 424 (1980).

In 57 Ops. Atty. Gen. 332 (1974) the State Attorney General reviewed the issue of whether public agencies could be held liable for their involvement in approving building plans pursuant to the Hospital Seismic Safety Act where the hospitals subsequently sustained earthquake damage. The Attorney General concluded that as long as the Legislature had been realistic in the standard adopted for hospital seismic safety and had taken into consideration the state of the art of earthquake engineering and building costs, the resulting criteria adopted in the Seismic Safety Act would be valid.

Although no Court had adopted the "realistic" criteria referred to in the Attorney General's Opinion, Oakland's proposed AIDS/ARC ordinance considers the "state of the art" medical information presently available on how AIDS is transmitted, and provides for appropriate health and safety exemptions and affirmative defenses. Even if a Court were to adopt the "realistic" criteria approach of the Attorney General, it appears the City Council's enactment of the proposed AIDS/ARC Ordinance would meet that standard.

The Attorney General further concluded that even if it could be proven that the adopted regulations did not meet the standards established by the Legislature, there would be no liability, pursuant to Government Code Section 818.2 and other immunity sections related to medical facilities, for subsequent earthquake damages to hospitals.

The discretionary act of approving the proposed ordinance, which is based on current medical information, and which contains health and safety exemptions and affirmative defenses, would be an action for which the City would be protected by relevant Government Code immunity provisions that apply to public agencies exercising discretionary legislative authority. The adoption of the proposed AIDS/ARC Ordinance would not appear to impose any liability on the City of Oakland.

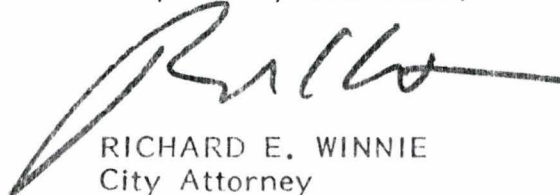
CONCLUSION

As requested by the City Council Committee, the City Attorney has drafted a proposed ordinance prohibiting discrimination against persons suffering from Acquired Immune Deficiency Syndrome (AIDS). This ordinance would prohibit discrimination against protected persons in the areas of employment, housing, business establishments and public accommodations, City facilities and services and educational institutions.

In drafting this ordinance, this office has reviewed two issues of concern to Committee members and have concluded that:

1. An exemption in the ordinance for employers who conduct training and apprenticeship programs would likely be found to be illegal, if challenged; and
2. Current Government Code sections contain immunities that apply to the City, thereby protecting the City from the imposition of liability should the City Council approve the proposed ordinance.

Respectfully submitted,



RICHARD E. WINNIE
City Attorney



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February 28, 1986

Theodore R. Lakey
Assistant City Attorney
City of Oakland
14th and Washington Streets
Oakland, California 94612

RE: Draft of Oakland Ordinance Prohibiting Discrimination
Against Persons Having AIDS/ARC

Dear Mr. Lakey:

Thank you for your letter of February 7, 1986 and the opportunity to comment upon the proposed AIDS discrimination draft ordinance. I had intended to reply sooner but unscheduled travel intervened. I have the following comments for your consideration:

1. In Section 3-21.04(b)1. I suggest that the language beginning at the very top of Page 12 of the draft read "all or substantially all persons with AIDS are unable to perform the duties of the position in question without endangering their health or safety or the health and safety of others".
2. I am unsure of the relationship between Section 3-21.16 and 3-21.09(b). Both provisions refer to "Nothing in this Article..." (which presumably refers to the entire ordinance) yet the provisions differ somewhat in language. If it is intended that the provisions are to apply only to particular sections I believe the ordinance should be appropriately amended. I suggest that Section 3-21.10 be amended to include language identical to 3-21.09(b) since, as you know, blood banks and plasma centers are required by both state law and federal regulation to perform HTLV-III antibody testing on donors' blood and plasma. A literal reading of Section 3-21.10(a) could be read as in contravention to those requirements. (Section 3-21.09(a))

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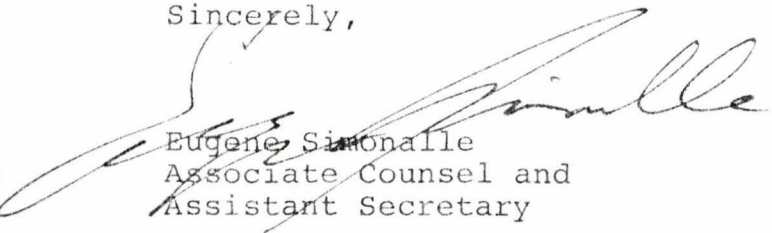


Theodore R. Lakey
February 28, 1986

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refers only to Section 3-21.05 to Section 3-21.08 inclusively). If Section 3-21.16 is to remain I suggest that it be amended to conform to 3-21.09(b) since the inclusion of regulations is appropriate and needed.

Sincerely,



Eugene Simonalle
Associate Counsel and
Assistant Secretary

ES:gg

INTRODUCED BY COUNCILMEMBER _____

CITY ATTORNEY _____

ORDINANCE No. _____ C. M. S.

TRL:ac

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AMENDING THE OAKLAND MUNICIPAL CODE
BY ADDING THERETO ARTICLE 21 OF
CHAPTER 3, PROHIBITING DISCRIMINATION
ON THE BASIS OF ACQUIRED IMMUNE DEFICI-
ENCY SYNDROME (AIDS), AIDS RELATED
CONDITIONS (ARC) AND RELATED
CONDITIONS

The COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS
FOLLOWS:

Article 21 of Chapter 3 is hereby added to the Oakland Municipal
Code as follows:

PROHIBITING DISCRIMINATION ON THE BASIS OF
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS),
AIDS RELATED CONDITIONS (ARC) AND RELATED
CONDITIONS.

SEC. 3-21.01 PURPOSE

The purpose of this Article is to prohibit discrimination
in the City of Oakland against persons who have the
medical condition known as Acquired Immune Deficiency
Syndrome (AIDS) or AIDS related conditions (ARC) or
any other related conditions; or who are suspected of or
are perceived as having AIDS, ARC or related con-
ditions; or against persons who are believed to be at
risk of having AIDS, ARC or related conditions; or
against persons who associate with, or who are sus-
pected of or perceived to associate with persons having
AIDS, ARC or related conditions.

SEC. 3-21.02 FINDINGS

The City Council finds and declares that:

(a) The medical condition described as Acquired
Immune Deficiency Syndrome and commonly known as
AIDS is a life-threatening disease which has the potential
to affect every segment of our City's population.

(b) AIDS was first recognized by the Federal
Centers for Disease Control in 1981 based on a study
reported by the UCLA Medical Center.

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(c) It is the opinion of the scientific and medical community that AIDS is caused by a virus, variously known as human T-lymphotropic virus type III (HTLV-III) or lymphadenopathy-associated virus (LAV), or AIDS-associated retrovirus, which attacks the body's immune system by killing T-helper lymphocytes, thereby leaving the body vulnerable to opportunistic infections and malignancies.

(d) A person afflicted with AIDS may suffer a variety of viral, bacterial, fungal and protozoal infections and malignancies which debilitate the body resulting in a high mortality rate within three years after diagnosis.

(e) The spread of the virus has occurred only through the exchange of bodily fluids between individuals, i.e., blood, blood by-products, or semen.

(f) No evidence exists to indicate the spread of the virus or AIDS or ARC by casual contact between individuals.

(g) Medical studies of family groups in which one or more persons have been diagnosed with AIDS or ARC indicate no transmission of the virus other than through sexual intimacy or through the exchange of blood (i.e., mother to fetus). Medical studies of hospital personnel caring for AIDS patients indicate no transmission of the virus other than by the puncturing of medical personnel with needles previously inserted in persons having the virus.

(h) The virus can thrive only in favorable conditions, and cannot exist for a significant period of time outside the body, and can be prevented by the application of regular practices of hygiene, such as the use of chlorine in swimming pools or spas, and the use of household bleach when washing garments or cleaning contaminated surfaces.

(i) The public health danger represented by the virus and its subsequent manifestation as AIDS or ARC is caused by the lengthy incubation period, during which period an apparently healthy individual may transmit the disease to other persons through the exchange of blood, blood by-products or semen.

(j) AIDS, ARC and the presence of the virus in individuals constitutes a national public health

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emergency. The reported number of AIDS and ARC cases in the nation has been concentrated in urban areas such as Oakland, with the Bay Area being a section of the country reporting high numbers of cases.

(k) The 1985 Alameda County AIDS Response Plan reported that AIDS cases in Alameda County are doubling every 9-12 months, and that for every case of AIDS there exist two or three individuals with ARC or other related, non-fatal illnesses. The Report states that as of June 14, 1985, there were 113 diagnosed AIDS cases in Alameda County, and estimates that by the end of 1989 there could be nearly 8000 diagnosed AIDS cases in the County. The Report indicates that as of June 14, 1985, there were 67 diagnosed AIDS cases in Oakland.

(l) AIDS and ARC have created a discrete and insular minority of our citizens who are afflicted with a seriously disabling condition whose ultimate outcome is often fatal. Individuals infected with the virus represent a segment of our population particularly victimized due to the nature of the disease and to the present climate of misinformation, ignorance and fear in the general population.

(m) Discrimination against persons having AIDS and ARC exists in the City of Oakland. This discrimination may occur with regard to employment, housing, business establishments, services, and accommodations. This discrimination affects persons in all racial, ethnic, and economic groups, and poses a substantial threat to the health, safety and welfare of the community.

(n) Existing state and federal restraints on such arbitrary discrimination are inadequate to meet the problems of discrimination in this City.

(o) The City Council, therefore, determines that there is a need to prohibit discrimination on the basis of AIDS, ARC and related conditions.

SEC. 3-21.03 DEFINITIONS

(a) AIDS. AIDS shall mean the condition which occurs when an individual is infected with the virus known as lymphadenopathy-associated virus or human T-lymphotropic virus type III or AIDS-associated retrovirus including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS), Aids-related complex

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(ARC), progressive generalized lymphadenopathy, lymphadenopathy syndrome, asymptomatic infection, and seropositive. The term AIDS shall also include within its meaning anyone who has any medical condition as a result of being infected by any of the above. The term AIDS and the protections of this Article shall also apply to: any individual who is suspected of, or perceived as having any of the conditions listed herein; any individual who is believed to be at risk of contracting any of the conditions listed herein; or any individual who is believed to associate with persons who have any of the conditions listed herein.

(b) Business Establishment. Business establishment means any person, organization or entity, however organized, which provides or offers goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements: (1) consist only of payment of fees; (2) consist of requirements under which a substantial portion of the residents of the City could qualify; (3) consist of an otherwise unlawful business practice.

(c) Commercial Units. Commercial units include all real properties that are not housing units, and are rented or offered for rent for business, retail, office, industrial, and other commercial purposes, the land and buildings appurtenant thereto, and all privileges, furnishings, and facilities supplied in connection with the use and occupancy thereof, including garage and parking facilities.

(d) Employer. The term employer shall apply to every person, organization or entity, including the City of Oakland and any other public service corporation, and the legal representative of any deceased employer, employing one or more persons, or any person acting as an agent of an employer, directly or indirectly.

(e) Employment Agency. Employment agency shall mean any person undertaking for compensation to procure employees or opportunities to work.

(f) Housing Services. Housing services include services connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water, telephone, refuse service), ordinary repairs or replacement, and maintenance, including

painting. This term shall also include the provision of elevator service, laundry facilities, janitorial services, resident management, furnishings, food service, parking and any other benefits, privileges or facilities.

(g) Housing Units. Housing units include all dwelling units, efficiency units, guest rooms, and suites in the City as defined by other City enactments, rented or offered for rent for living or dwelling purposes, the land and buildings appurtenant thereto, and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.

(h) Labor Organization. Labor organization shall mean any organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection.

(i) Person - Anyone. Person and anyone shall mean any natural person, firm, corporation, partnership, or other organization, association or group of persons, however organized.

(j) Rent. Rent shall mean the consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a commercial or rental unit, including but not limited to monies demanded or paid for the following: meals where required by the landlords as a condition of the tenancy; parking; furnishings; other housing services of any kind; subletting; or security deposits.

SEC. 3-21.04. EMPLOYMENT

(a) Unlawful Employment Practices. It shall be an unlawful employment practice for any employer, employment agency or labor organization, or any agent or employee thereof, to do, attempt to do, or threaten to do any of the following acts as a result, in whole or in part, of that another person having AIDS, ARC or other related condition (as defined in this Article).

1. By an employer: To fail or refuse to hire; to discharge any person; to discriminate against any person with respect to compensation, terms, conditions, or privileges of employment, including

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promotion, training, and employee benefits; or to limit, segregate or classify employees in any way that would deprive or tend to deprive any person of employment opportunities, or otherwise adversely affect her/his status as an employee.

2. By an employment agency: To fail or refuse to refer for employment any person; to fail or refuse to offer to a prospective employer any otherwise qualified person; or otherwise to discriminate against any person.
3. By a labor organization: To exclude or expel from its membership or to otherwise discriminate against any person; to limit, segregate or classify its membership; to classify or fail or refuse to refer for employment any person in any way that would deprive or tend to deprive such person of employment opportunities, or would limit such employment opportunities, or otherwise adversely affect her/his status as an employee or as an applicant for employment.
4. By an employer, employment agency or labor organization:
 - aa. to discriminate against any person in admission to, or employment in, any program established to provide apprenticeship or other training or retraining including any on-the-job training program.
 - bb. to print, publish, advertise or disseminate in any way, or cause to be printed, published, advertised or disseminated in any way, any notice or advertisement with respect to employment, membership in, or any classification or referral for employment or training by any such organization, which indicates an unlawful discriminatory act or preference.

(b) Affirmative Defenses. The exceptions set forth in Section 3-21.09(a) of this Article shall constitute affirmative defenses to any otherwise unlawful employment practice described in this Article.

SEC. 3-21.05. HOUSING

(a) Unlawful Practices. It shall be unlawful for any person or any authorized agent or employee of such person to do, attempt to do, or threaten to do any

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of the following as a result, in whole or in part, of a person having AIDS (as defined in this Article).

1. Interrupt, terminate, or fail or refuse to initiate or conduct any transaction in real property; to require different terms for such transaction; or falsely to represent that an interest in real property is not available for transaction.
2. Refuse to rent or lease a commercial or housing unit; refuse to negotiate for the rental or lease of a unit; evict from a unit; or otherwise deny to or withhold a unit from any person.
3. Rent or lease a commercial or housing unit on less favorable terms, conditions, or privileges, or discriminate in the provision of housing services to any person.
4. Represent to any person that a commercial or housing unit is not available for inspection, rental or lease when such unit is, in fact, available.
5. Include in the terms or conditions of a transaction in real property any clause, condition, or restriction, which would discriminate against a person who has AIDS (as defined in this Article).
6. Make, print, publish, advertise or disseminate, or cause to be made, printed, published, advertised or disseminated, any notice, statement, sign, advertisement, application, or contract with regard to a commercial or housing unit that indicates any preference, limitation, or discrimination with respect to the fact that a person has AIDS (as defined in this Article).
7. Refuse to lend money, guarantee the loan of money, accept a deed of trust or mortgage, or otherwise refuse to make available funds for the purchase, acquisition, construction, alteration, rehabilitation, repair or maintenance of real property; or impose different conditions on such financing; or refuse to provide title or other insurance relating to the ownership or use of any interest in real property.
8. Refuse or restrict facilities, services, repairs, or improvements for any tenant or lessee.

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9. Make, print, publish, advertise or disseminate in any way, or cause to be made printed or published, advertised or disseminated in any way, any notice, statement or advertisement with respect to a transaction or proposed transaction in real property, or with respect to financing related to any such transaction, which unlawfully, indicates preference, limitation or discrimination based on the fact that a person has AIDS (as defined by this Article).
10. Tell any person expressing interest in a real estate transaction, commercial unit or housing unit that any prior or current tenant or holder of an interest in the real estate affected by the proposed transaction has or had AIDS (as defined by this Article).

(b) Exemptions.

1. Owner Occupied. Nothing in this article shall be construed to apply to the rental or leasing of any housing unit in which the owner or any member of her or his family occupies the same unit in common with the prospective tenant.
2. Effect on Other Laws. Nothing in this Article shall be deemed to permit any rental or occupancy of any housing unit or commercial space otherwise prohibited by law.
3. Rent Arbitration Ordinance. Nothing in this Article shall override the provisions of the City's Rent Arbitration Ordinance.

(c) Affirmative Defense. The Health and Safety Exception set forth in Sec. 3-21.09(b) of this Article shall constitute an affirmative defense in any action brought under this Section.

(d) Presence of AIDS Not a Material Factor. In the conduct of any transaction in real property, including the renting and leasing of commercial and housing units, the sale of commercial and housing units, and the financing of real property transactions, whether or not any participant or proposed participant in the transaction has or had, in whole or in part, AIDS (as defined by this Article) is declared not to be a material factor in the City of Oakland.

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SEC. 3-21.06. BUSINESS ESTABLISHMENTS AND PUBLIC
ACCOMMODATIONS

(a) Unlawful Business Practice. It shall be an unlawful business practice to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment including, but not limited to, medical, dental, health care and convalescent services of any kind whatsoever, on the basis, in whole or in part, that such person has AIDS (as defined in this Article).

(b) Affirmative Defense. The Health and Safety Exception set forth in Section 3-21.09(b) of this Article shall constitute an affirmative defense in any action brought under this Section.

SEC. 3-21.07. CITY FACILITIES AND SERVICES.

(a) Unlawful Practices. It shall be an unlawful practice to deny any person the full and equal enjoyment of, or to impose different terms and conditions on the availability of any of the following:

1. Use of any City facility or City service on the basis, in whole or in part, that a person has AIDS (as defined in this Article).
2. Any service, program or facility, wholly or partially funded or otherwise supported by the City, as a result, in whole or in part, that a person has AIDS (as defined in this Article).

(b) Affirmative Defense. The Health and Safety Exception set forth in Section 3.21.09 (b) of this Article shall constitute an affirmative defense in any action brought under this Section.

SEC. 3-21.08. EDUCATIONAL INSTITUTIONS.

(a) Unlawful Educational Practices. It shall be an unlawful educational practice for any person to do any of the following:

1. To deny admission or continued enrollment, or to impose different terms or conditions on admission, or continued enrollment, on the basis, in whole or in part, of such person having AIDS (as defined in this Article).

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2. To deny any person the full and equal enjoyment of, or to impose different terms or conditions upon the availability of, any facility owned or operated or any service or program offered by an educational institution on the basis, in whole or in part, of such person having AIDS (as defined in this Article).

(b) Exemption. It shall not be an unlawful discriminatory practice under this section for a religious or denominational institution to limit admission, or give other preference, to applicants of the same religion.

(c) Affirmative Defense. The Health and Safety Exception set forth in Section 3-21.09(b) of this Article shall constitute an affirmative defense in any action brought under this Section.

SEC. 3-21.09 AFFIRMATIVE DEFENSES.

(a) Affirmative Defenses - Employment Practices. The affirmative defenses described herein shall be applicable to Section 3-21.04 of this Article. Any party asserting these defenses shall have the burden of proving their affirmative defense.

1. Nothing in this Article shall be deemed to prohibit employment selection or rejection based upon a bona fide occupational qualification. A bona fide occupational qualification exists under this Article where a defendant can demonstrate that the absence of AIDS (as defined in this Article) is reasonably necessary to the essence of the employer's business and that all or substantially all persons with AIDS are unable to perform the duties of the position in question without endangering their health or safety or the health and safety of others.
2. Nothing in this Article shall be deemed to prohibit employment selection, rejection or assignment where, because a person has AIDS (as defined in this Article), (s)he is unable to perform his/her duties, or cannot perform such duties in a manner that would not endanger her or his health or safety or the health and safety of others.
3. Nothing in this Article shall be deemed to prohibit employment selection or rejection where it can be demonstrated that the employer, employment agency or labor organization is unable reasonably to

accommodate a person who has AIDS (as defined in this Article) without undue hardship on the conduct of the employer's business.

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(b) Affirmative Defenses - Housing, Accommodations, City Facilities and Services and Educational Institutions. The affirmative defenses described herein shall be applicable to Section 3-21.05 - Section 3-21.08, inclusive, of this Article. In any action brought under Section 3-21.05 - Section 3-21.08 of this Article, if a party asserts that an otherwise unlawful discriminatory practice is justified as necessary to protect the health or safety of a person who has AIDS (as defined in this Article) or the health and safety of the general public, that party has the burden of proving:

1. That the discriminatory act is necessary to avoid an imminent and substantial risk to the person who has AIDS; or
2. That the discriminatory act is necessary to avoid a danger to others significantly greater than that posed by persons without AIDS; and
3. That there exists no less discriminatory means of protecting the health and safety of the person with AIDS or of the general public.

SEC. 3-21.10 TESTING AND DISCLOSURE.

(a) No person shall require another person to take any test or undergo any medical procedure designed to show or help show that a person does or does not have AIDS, ARC, or any other related condition as set forth in this Article.

(b) Subsection (a) does not apply to an employer who can prove that the absence of AIDS is a bona fide occupational qualification.

(c) No person may disclose to another that a person has AIDS (as defined by this Article) for the purpose of aiding in any act which would violate this Article.

(d) Nothing in this Section shall be construed to prohibit any act which is specifically authorized by the laws or regulations of the State of California or of the United States.

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SEC. 3-21.11 ASSOCIATION AND RETALIATION.

(a) Association. It shall be unlawful for any person to do any of the acts described in Section 3-21.04 through Section 3-21.10, inclusive, as a result of the fact that a person associates with anyone who has AIDS, ARC or any other related conditions as defined by this Article.

(b) Retaliation. It shall be unlawful for any person to do any of the acts described in Section 3-21.04 through Section 3.21.10, inclusive, or to retaliate against a person because a person has opposed any practice made unlawful by this Article or because (s)he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Article or any other law prohibiting discrimination against persons who have AIDS, ARC, or other related conditions.

SEC. 3-21.12 POSTING OF NOTICES.

(a) Posting Requirement. Every employer with fifteen or more employees, every labor organization with fifteen or more members, every employment agency, and every landlord who rents three or more commercial units or five or more housing units shall keep posted in conspicuous places upon its premises where notices to employees, applicants for employment, members and tenants are customarily posted, the following notice:

"Discrimination is prohibited, by Chapter 3, Article 21 of the Oakland Municipal Code, against persons who have the medical condition known as Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Conditions (ARC) or any other related conditions; or against persons who are suspected of or are perceived as having AIDS, ARC, or related conditions; or against persons who are believed to be at risk of having AIDS, ARC or related conditions; or against persons who associate with, or who are suspected of or perceived to associate with persons having AIDS, ARC or related conditions."

(b) Alternative Compliance. Notwithstanding the above, the provisions of this subsection may be complied with by adding to all non-discrimination notices required by Federal, State or other local law language indicating

on the notice that discrimination on the basis of AIDS, ARC and other related conditions is prohibited by Chapter 3, Article 21 of the Oakland Municipal Code.

DRAFT

SEC. 3-21.13 LIABILITY

Any person who violates any of the provisions of this Article, or who aids in the violation of any provisions of this Article shall be liable for each violation as follows:

- a. For actual damages, including compensatory damages for pain and suffering.
- b. For a civil penalty which can be up to three times the amount of actual damages, but in no case will the civil penalty be less than one thousand dollars (\$1,000).
- c. For court costs and attorneys' fees.
- d. For any equitable relief determined by a court to be necessary to remedy the wrong to the person whose rights were violated, and to prevent or end any act or practice which would violate this Article, and for equitable relief in the form of affirmative action as may be appropriate.
- e. For other punitive damages as a court may deem appropriate and proper.

SEC. 3-21.14 ENFORCEMENT

(a) Civil Action. Any aggrieved person may enforce the provisions of this Article by means of a civil action.

(b) Injunctive Relief.

1. Any person who commits, or proposes to commit, an act in violation of this Article may be enjoined therefrom by a court of competent jurisdiction.
2. Actions for injunctive relief under this subsection may be brought by any aggrieved person, by the City Attorney, or by any person or entity which will fairly and adequately represent the interests of the class protected herein.

DRAFT

(c) Non-Exclusive. Nothing in this Article shall preclude any aggrieved person from seeking any other remedy provided by law.

(d) No Criminal Penalties. Notwithstanding any provision of the Oakland Municipal Code to the contrary, no criminal penalties shall attach for any violation of the provisions of this Article.

SEC. 3-21.15 LIMITATION ON ACTIONS

Actions under this Article must be filed within two (2) years of the alleged discriminatory acts.

SEC. 3-21.16. EXCEPTIONS

Nothing in this Article shall be construed to prohibit any act which is specifically required by the laws of the State of California or the laws of the United States.

SEC. 3-21.17. NON-WAIVERABILITY

Any written or oral agreement which waives any provision of this Article is against public policy and void.

SEC. 3-21.18. SEVERABILITY

If any part or provision of this Article or the application thereof to any person or circumstance is held invalid, the remainder of the Article, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Article are severable.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 19 _____

PASSED BY THE FOLLOWING VOTE:

AYES— BAZILE, CANNON, GIBSON, GILMORE, MOORE, OGAWA, RILES, SPEES, and PRESIDENT WILSON

NOES—

ABSENT—

ABSTENTION—

-Page 14 of 14 ATTEST: _____

ARRECE JAMESON
City Clerk and Clerk of the Council
of the City of Oakland, California

March 14, 1986

Members of the AIDS Legal Referral Panel

Dear Folks:

I have managed to keep Clint Hockenberry, our new ALRP administrator, so busy and scattered that he neglected to send you a letter with the party invitation mailing a few weeks ago. So, while Clint is attending the Gay & Lesbian Health Conference in Washington, D.C. for us, I am taking this opportunity to write you a short note to let you know what is happening.

First, let me remind you that despite our ever increasing case load, Clint and I have heard nothing but praise and applause from the clients we serve. I think we can all be proud of the work we are continuing to do.

Second, please note that the fee protocol enclosed with the last mailing is a draft which awaits approval by the BALIF AIDS Panel Management Committee. This issue will be discussed at the management meeting which follows our upcoming full panel meeting on March 22, 1986. If you have any comments, questions, or suggestions regarding the protocol, please contact either me at 982-9211, or Karen Langsley at 398-6767.

Third, please note on your calendar that we will be holding our quarterly AIDS Legal Referral Panel meeting at McCutchen, Doyle, Brown & Enersen, Three Embarcadero Center, 28th Floor, San Francisco, on Saturday, March 22nd at 10:30 a.m. Please call Clint at 864-8186 by Thursday, March 20th if you are attending this meeting so he can get your name on the Three Embarcadero security list.

Finally, please calendar Saturday, April 12th from 10:00 a.m. to 2:00 p.m. for our newly revised and expanded training session. Please see the enclosed flyer regarding the training session. All new panel members are required to attend this session, and all experienced attorneys are encouraged to do so.

I hope to be seeing all of you next Saturday, but, in the meantime, take care of yourselves and try to keep dry.

Cordially,

Gary James Wood

AIDS LEGAL REFERRAL PANEL TRAINING SESSION
SATURDAY, APRIL 12, 1986

All lawyers on the panel are invited. New lawyers on the panel are required to attend the entire session. For the experienced attorneys, we have divided up the substantive areas to make it easier for you to attend a session on a specific area. Other topics will be covered at future sessions. Newly revised training material on all topics will be provided.

10:00 - 11:00.....Introduction to AIDS

11:00 - 12:00.....Wills, Durable Powers of
Attorney, Directives to
Physician

12:00 - 1:00.....LUNCH

1:00 - 2:00.....Employment Termination

2:00 - 3:00.....SSI and Social Security
Disability

The session will be held at McCutchen, Doyle, Brown & Enersen, 28th Floor, Three Embarcadero Center, San Francisco 94111. Please call Clint Hockenberry at 864-8186 by April 10, 1986 to let him know if you're coming so he can put you on the list for security clearance.

See you all there.

DRAFT

Dear AIDS Legal Referral Panel Attorney:

We have just opened our new office located in the Employment Law Center and hired a parttime staff person. Though we are making attempts to streamline operations and involve new attorneys on the Panel, last month's caseload was extremely heavy, with 74 cases processed compared with 24 from February 1985 and three for February 1984. If you felt clients were contacting you more often than before, one reason is that we are seeing in one day what we used to see over an entire month.

One client who called back for additional help on a different matter commented about the Panel attorney who had just drafted his will. He said, "You know, she made me feel real comfortable." That comment applies to all the attorneys on the Panel--we've made many people 'feel real comfortable.'

Each attorney's caseload will lighten considerably once the Panel has its own malpractice insurance coverage and we are then able to use all the lawyers on the Panel. With two insurance applications pending, we should be able to provide coverage to all Panel attorneys within a month to six weeks. We'll alert you when the coverage comes through.

In the meantime, please pay attention to two Panel activities scheduled over the next month. Both are being held at **McCutchen, Doyle, 3 Embarcadero Center, 28th Floor**. If you are able to attend either or both activities, please contact ~~Melinda Griffith (393-2333)~~ so your name will be added to the list at the front door.

- . **AIDS LEGAL PANEL MONTHLY MEETING: Saturday, March 22 from 10:30 am--12:30 pm.** Please let ~~Melinda Griffith (393-2333)~~ know you are coming by **Thursday, March 20**. Agenda topics include discussion of **draft** protocol. All Panel attorneys are welcome.
- . **AIDS LEGAL PANEL TRAINING SESSION: Saturday, April 12 from 10:00 am--2:00 pm.** Please let ~~Melinda Griffith (393-2333)~~ know you are coming by **Thursday, April 10**. All new Panel attorneys are asked to attend, and all Panel attorneys are welcome.

If you have any questions regarding either of these activities, feel free to call Gary Wood (982-9211).

Hope to see you soon!

*Criminal, Real Estate Cases***AIDS' Expanding Legal Frontier**

BY MARY ANN GALANTE

National Law Journal Staff Reporter

AIDS-RELATED cases have spread into the criminal courts, as prosecutors around the country have begun filing felony assault charges against defendants thought to have the disease who spit on or bite police officers.

And in another unusual legal twist related to AIDS, a San Francisco attorney has sued real estate agents and lawyers for not telling her that a home she planned to buy was owned by a suspected victim of acquired immune deficiency syndrome.

Among the criminal cases so far are those involving:

- An AIDS victim in Flint, Mich., who was charged with assault with intent to commit murder after he spat on four police officers.
- A suspected AIDS victim in El Cajon, Calif., who

plead guilty in December to a felonious assault charge for biting an officer.

• A reputed San Francisco AIDS carrier who pleaded guilty to a misdemeanor assault charge after prosecutors abandoned plans to file felony charges over another police-biting incident.

In all three cases, prosecutors contended felony charges were called for because of the risk of spreading the fatal disease.

'Offensive Weapon'

"We're not out looking for people to prosecute. But when someone is using an illness as an offensive weapon, we're not going to tolerate it," said Robert E. Weiss, the Genesee County, Mich., prosecuting attorney assigned to the Flint case.

Mr. Weiss said he believes he can prove that AIDS can be transmitted by saliva if it gets into an open cut, the

Continued on page 8

*End Seen for Herbert v. Lando***Has 12-Year-Old Libel Suit Seen Last Battle?**

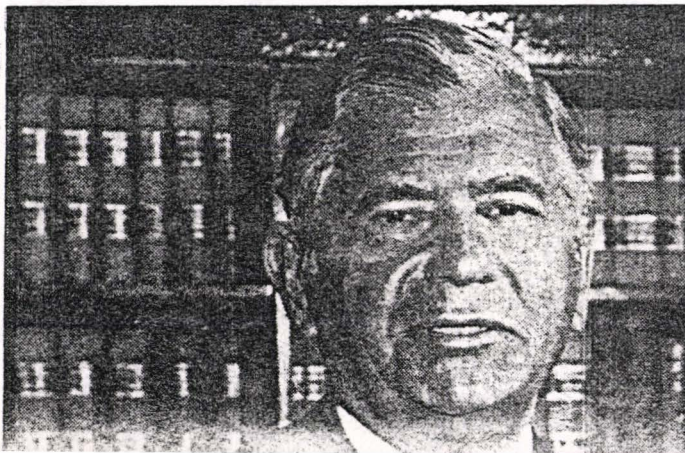
BY DAVID LAUTER

National Law Journal Staff Reporter

OLDER NOW THAN the war that spawned it, the 12-year-long libel case brought by retired Army Col. Anthony Herbert against CBS may be close to abandonment in the wake of a recent ruling by the 2d U.S. Circuit Court of Appeals.

The three-judge panel decision, written by Judge Irving R. Kaufman, dismissed all remaining counts in the libel complaint that Colonel Herbert first brought in January 1974 against CBS, "60 Minutes" producer Barry Lando, reporter Mike Wallace and the Atlantic Monthly. *Herbert v. Lando*, 85-7014.

Colonel Herbert sued after both the network and the

**INSIDE****Enrolling Minorities**

ST. JOHN'S University School of Law in New York City is cooperating with the United Negro College Fund in a new attempt to attract qualified

minority students from outside its own geographic area. **PAGE 4.**

A Divided Court

SO FAR this term, the U.S. Supreme Court has provided ammunition for the argument that it issues too many split decisions. **PAGE 5.**

Children Can't Testify

A HAWAII judge has declared two pre-school-age girls incompetent to testify in the trial of a man accused of sexually assaulting them. **PAGE 6.**

Immunity Granted

STATE EMPLOYEES who decide whether juvenile offenders should be released now enjoy absolute judicial immunity in Virginia. **PAGE 6.**

Dalkon Complaints

CLAIMS ARE pouring into a federal courthouse at a rate of 3,000 to 5,000 a day in response to an advertising campaign by the manufacturers of the

controversial Dalkon Shield intrauterine device. **PAGE 10.**

No Defense

A ONE-SIDED TRIAL with no defen-

Homebuyer, Assaulted Officers File Latest AIDS Challenges

Continued from page 3

eyes or the bloodstream. He added that he doesn't believe that such testimony will be needed to support the charge of assault with intent to murder because of the facts of his case.

"The facts are going to speak for themselves," he said. Defendant John Richards "knew he had AIDS and spit" on officers who arrested him after a traffic accident, "saying he was going to die and he would take them with him," Mr. Weiss added.

The case, pending in the 68th District Court in Flint, still is in the pretrial stage. Defense lawyer Daniel M. Jaworski of the Mount Morris, Mich., firm of Newland & Jaworski was unavailable for comment last week. *People v. Richards*, 85-1715F4.

Other defense attorneys, however, contend that such hard-line attitudes are unjustified in view of the lack of medical knowledge about the disease.

In San Francisco, defense lawyers vigorously battled prosecutors' attempts to force defendant Lyle Julius to submit to blood tests, arguing that they would prove nothing. "To this day, there is no test to determine if someone has AIDS," said Gordon H. Armstrong, head trial attorney with the San Francisco Public Defender's Office.

'Clinical Diagnosis'

Dr. John Ward, a medical epidemiologist with the AIDS program at the federal Centers for Disease Control in Atlanta, agreed there is no test for the disease because AIDS is a "clinical diagnosis based on what diseases are present in the patient." Tests are available, however, to determine whether someone has been infected with AIDS antibodies or the AIDS virus.

The hoped-for felony prosecution of Mr. Julius in San Francisco Municipal Court foundered after he refused to submit to a blood test. Police officers

can be a fairly definitive answer within a year," said Deputy District Attorney F. Dale Marriott in El Cajon.

The civil suit brought by a San Francisco home buyer also is clouded by questions of how AIDS is transmitted. The novel case also highlights the conflict between the sellers' privacy rights and the buyers' right to have full disclosure of material facts about the property they are purchasing.

AIDS Suspected

The suit was brought by Jayne Kelly Roberts, a personal injury lawyer with San Francisco's Law Offices of Jayne Kelly Roberts. After paying a \$10,000 deposit on a \$380,000 house in Berkeley, Calif., Ms. Roberts said she discovered on a visit there that both owners were ill, and one appeared near death. She suspected at least one of them had AIDS, and demanded her deposit back.

"I have six children and a child with immunological problems who catches everything that goes around," she said last week. The owners refused to can-

cel the sale after their attorney, Leslie A.E. Johnson of Oakland, Calif.'s Miller, Starr & Regalia, assured Ms. Roberts in October 1984 that her clients "do not have any illness." Ms. Roberts said she learned, however, that one of the sellers had had pneumonia and that the other had hepatitis.

Soon after she and her husband backed out of the deal, one owner died of hepatitis, a common cause of death for AIDS victims. The couple subsequently filed suit in Alameda County Superior Court against the surviving seller, as well as Miller Starr, Ms. Johnson, and both real estate brokers, claiming they were obliged to reveal that one owner was seriously ill "from a fatal and infectious disease." *Roberts v. Heramb*, 5943942.

The Robertses since have recovered \$8,500 from the sellers' broker and homeowners-insurance company and from a partial refund of their deposit.

Martha Louise Caron, who defended the Roberts' broker, which has been

dismissed from the case, said if real estate agents know about a "material fact" affecting value they should disclose it. Ms. Caron, general counsel of Coldwell Banker Residential Real Estate Services of Northern California, cited a 1983 decision by a California appellate court that a seller and his agent had a duty to disclose "material facts" to a buyer about a murder in the house 10 years earlier. *Reed v. King*, 145 Cal. App. 3d 261.

In the Roberts case, according to both Ms. Caron and Ms. Johnson, neither real estate agent knew about the owners' illnesses. Defense lawyers also contend the two male sellers did not have AIDS.

"The law is unclear. You could be sued either way," said William M. Pfeiffer, general counsel of the California Association of Realtors, a voluntary trade organization based in Los Angeles. "You could have liability if you don't tell the buyer, and the seller could sue you if you do."

LOOKING FOR THE THAT BEST SU



present in the patient." Tests are available, however, to determine whether someone has been infected with AIDS antibodies or the AIDS virus.

The hoped-for felony prosecution of Mr. Julius in San Francisco Municipal Court foundered after he refused to submit to a blood test. Police officers who arrested Mr. Julius for attacking two women claimed he said he had AIDS after allegedly biting one officer on the hand. The case became further complicated when defense lawyers learned the policeman is a homosexual whose former lover had contracted AIDS. *People v. Julius*, 761210.

The blood-test issue did not have to be resolved because Mr. Julius pleaded guilty to a misdemeanor assault charge last July. But Asst. District Attorney Robert R. Moore believes that "until you can unequivocally say AIDS can't be transmitted with a bite, you have a potential felony if the intent is to cause great bodily harm because of AIDS."

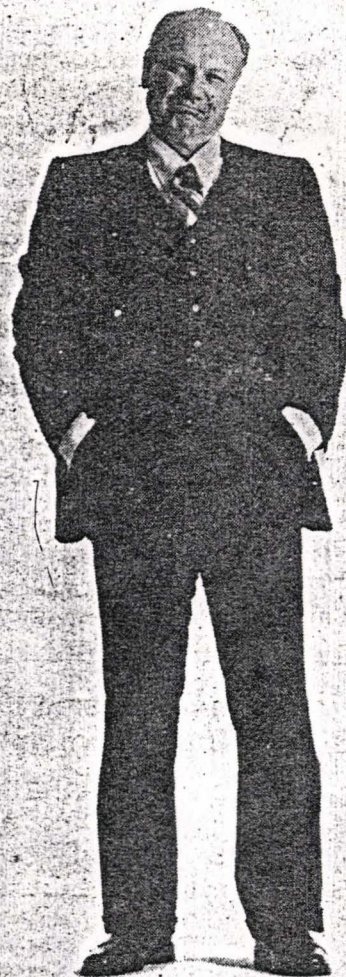
Medical uncertainty also played a major role in the El Cajon case in San Diego Superior Court, where defendant Blaine Prairie Chicken's sentencing has been delayed until it can be determined whether the officer he bit during an altercation was exposed to the AIDS virus. *People v. Prairie Chicken*, CRE-77357.

If doctors determine that the officer has not been exposed, the felony assault-on-a-police-officer charge will be reduced to a misdemeanor. "The medical information seems to be that there

Pretrial Statement of Damages Is Not Binding in New Jersey

A PLAINTIFF'S recovery is not limited to the amount specified in the required pretrial statement of damages, the Supreme Court of New Jersey held Dec. 12.

In *Lang v. Baker*, A-5/6, Jane Lang was injured while a passenger in a car driven by Thomas Carroll. Mr. Carroll sought to set aside the damage award on the ground that it exceeded the amount Ms. Lang claimed in her pretrial statement. The court held that the statement of damages is for informational purposes and is not binding.



REMEMBER, ONE S

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PAUL J. ISAKSON, M. D.
4200 - 18th STREET #101
SAN FRANCISCO, CALIFORNIA 94114

TEL: (415) 864-0395

3 January 1986

Re: William Horner
CAS # 21450

Great Republic Life
Insurance Company
Grand Claims Office
470 South Patterson Avenue
Santa Barbara, California
To: Mr. Ada Hass

I am in receipt of your insurance denial notice re our bill for services rendered to our patient, Mr. William Horner. You cite my office records as showing a pre-existing condition for which I supposed I treated Mr. Horner prior to 1 June 1985 as the basis for denial of claims beginning 4 June 1985.

This allegation of a pre-existing condition is categorically untrue. I have reviewed my records, and at no time was Mr. Horner seen by me or treated by me for any manifestation of the Acquired immunodeficiency syndrome prior to the diagnosis of his Pneumocystis Carinii pneumonia which occurred on 17 June, 1985. I have advised Mr. Horner of this information and have further advised consultation with an attorney.

Sincerely,
Paul J. Isakson M.D.

P. J. Isakson, M.D.

ENDORSED
FILED
San Francisco County Superior Court

JAN 28 1986

DONALD W. DICKINSON, Clerk
BY: R. de Luna
Deputy Clerk

1 ALICE PHILIPSON
2 Attorney at Law
3 2324 Spaulding Ave.
4 Berkeley CA 94703
5 (415) 849-0219
6
7 Attorney for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA
9 CITY AND COUNTY OF SAN FRANCISCO

10
11 JAMES LITZENBERGER,

12 Plaintiff,

13 v

14 BLUE CROSS OF CALIFORNIA, a
15 California Corporation, DOES
16 I-V, inclusive,

17 Defendants.
18 _____/

COMPLAINT FOR DAMAGES:
BREACH OF CONTRACT, BREACH
OF FIDUCIARY DUTY, BREACH
OF COVENANT OF GOOD FAITH
AND FAIR DEALING, NEGLIGENCE,
BREACH OF STATUTORY DUTIES,
FRAUD.

19 Plaintiff alleges:

20 GENERAL ALLEGATIONS

21 1

22 Defendant BLUE CROSS OF CALIFORNIA (hereinafter BLUE CROSS)
23 is a corporation engaged in the business of insurance including
24 but not limited to providing health insurance coverage and
25 benefits, administration of policies, conversion of group health
26 policies, conversion of group health policies to individual
27 health policies, claims administration, claims handling, and
28 claims review.

1
2 Plaintiff is ignorant of the true names and capacities of
3 Defendants sued herein as DOES I-V, inclusive and therefore sues
4 said Defendants by such fictitious names. Plaintiff will amend
5 this Complaint to allege the true names and capacities of Defend-
6 ants sued herein as DOES I-V, inclusive when ascertained.
7 Plaintiff is informed and believes that each of the fictitiously
8 named Defendants is legally responsible to Plaintiff for the
9 matters alleged and set forth herein. Plaintiff is informed and
10 believes that Defendants' actions and/or inactions proximately
11 caused or otherwise contributed to Plaintiff's injuries and
12 damages as alleged herein.

13
14 The use of the term "Defendants" at any place in this
15 Complaint is intended to include all named Defendants and all
16 Defendants designated in this Complaint as DOES I-V, inclusive,
17 unless the context of a sentence or a particular Cause of Action
18 indicates otherwise.

19
20 Each of the Defendants was acting as the agent, servant,
21 associate, employee, or co-conspirator of each of the other
22 Defendants and each of the Defendants authorized, ratified,
23 approved, directed, and/or consented to all of the acts of each
24 of the other Defendants. Each corporate Defendant was the sub-
25 sidiary or alter ego of the other Defendants.

26
27 At all times herein mentioned Plaintiff was a resi-
28 dent of the City of San Francisco and obtained health insurance

1 coverage through his employment in the City of San Francisco as
2 a contracted for job benefit with D. FINE, INC.

3 6

4 Plaintiff is informed and believes and thereon alleges that
5 there exists^a written group contract between BLUE CROSS and D. FINE
6 INC. to provide health insurance benefits to FINE's employees.
7 Said policy was issued and delivered in San Francisco. Plaintiff
8 is a third party beneficiary of any such contract and entitled
9 to the protection and benefits therefrom. Plaintiff does not
10 have a copy of said policy(ies).

11 7

12 Plaintiff has performed all terms, conditions and covenants
13 required by the procedures and policies of insurance issued and
14 administered by BLUE CROSS as applied to Major Medical, Disability
15 Benefits and Conversion. Plaintiff does not have a copy of said
16 policies or procedures in his possession.

17 8

18 Plaintiff is informed and believes that he is currently
19 suffering from the disabling and terminal medical condition
20 known as AIDs and that he will die from that condition within
21 the next 24 months. There is no known cure or effective treat-
22 ment for AIDs.

23 FIRST CAUSE OF ACTION

24 BREACH OF CONTRACT

25 Plaintiff incorporates by reference all General Allegations
26 as though fully set forth.

27 9

28 On or about September 10, 1985 Plaintiff applied for

1 Terminal Disability Benefits which provide Major Medical Coverage
2 as defined by his contract with BLUE CROSS because of his termi-
3 nal disability as aforementioned.

4 10

5 On or about October 11, 1985 Plaintiff received a written
6 determination from BLUE CROSS approving benefits beginning
7 9-14-85 and continuing through 9-13-86. Said written determina-
8 tion is attached hereto as Exhibit "A".

9 11

10 In spite of and notwithstanding said written determination
11 Defendant BLUE CROSS has completely failed to provide insurance
12 benefits to Plaintiff and has breached the contract.

13 12

14 As a direct and foreseeable and proximate result of Defen-
15 dant's breach of the contract, Plaintiff has suffered damages
16 including but not limited to, attorney's fees, medical bills
17 in excess of \$8,000.00, and emotional distress, in amounts
18 according to proof.

19 WHEREFORE, Plaintiff prays judgement as hereinafter set forth

20 SECOND CAUSE OF ACTION

21 BREACH OF CONTRACT

22 Plaintiff refers to and incorporates Paragraphs 1-12 as
23 though fully set forth.

24 13

25 On or about September 10, 1985 at the onset of permanent
26 disability, Plaintiff applied via normal procedures established
27 by BLUE CROSS for a "Conversion Policy". Said policy converts
28 group health benefits received incident to employment to an

1 individual plan, and is a benefit of employment as heretofor
2 alleged.

3 14

4 BLUE CROSS through its agents and employees and as per
5 contract, undertook to process the application for conversion
6 and has totally failed to do so, in breach of contract and duty
7 undertaken by its agents and employees.

8 15

9 As a direct and foreseeable and proximate result of Defen-
10 dant's breach of the contract, Plaintiff has suffered damages
11 including but not limited to, attorney's fees, medical bills
12 in excess of \$8,000.00 and emotional distress, in amounts
13 according to proof.

14 WHEREFORE Plaintiff prays judgement as hereinafter set forth.

15 THIRD CAUSE OF ACTION

16 BREACH OF FIDUCIARY DUTY

17 Plaintiff incorporates by reference Paragraphs 1-15 as
18 though fully set forth.

19 16

20 By issuing an insurance policy to Plaintiff, or to the ben-
21 efit of Plaintiff, and accepting all the benefits therefrom
22 BLUE CROSS have created a fiduciary relationship between them-
23 selves and Plaintiff and that fiduciary relationship existed
24 at all times mentioned herein.

25 17

26 As a further fiduciary duty, BLUE CROSS undertook to process
27 an application for an individual health policy.

On or about November 22, 1985; December 19, 1985; and January 13, 1986 Plaintiff demanded that BLUE CROSS provide an inventory and accounting and otherwise meet their fiduciary duties, which Defendant failed to respond to or do, in disregard of Plaintiff's rights and with clear notice of their breach of duty, and its effects on Plaintiff both materially and emotionally.

As a direct, foreseeable and proximate result of BLUE CROSS's actions, Plaintiff suffered damages including those above alleged and great fear, anxiety and emotional distress, in amounts well beyond the jurisdictional limits of this court.

In doing the acts set forth above, BLUE CROSS acted maliciously, oppressively, fraudulently, and in gross and conscious disregard of Plaintiff's rights, thereby justifying an award of punitive damages in the sum of \$5,000,000.00 against them, or in such greater sum as may be deemed appropriate by judge or jury.

WHEREFORE Plaintiff prays judgement as hereinafter set forth.

FOURTH CAUSE OF ACTION

BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

Plaintiff refers to and incorporates Paragraphs 1-20 as though fully set forth.

Plaintiff is informed and believes and thereon alleges that in every contract for personal health/medical insurance there exists a covenant of good faith and fair dealing. BLUE CROSS

1 breached the covenant of good faith and fair dealing in that they
2 failed to provide payments and coverage and failed to respond
3 to Plaintiff's repeated phone calls, letters and requests for
4 assistance, failed to properly investigate the circumstances of
5 the delays and non-payments, failed to consider the grievous
6 nature of the emotional stress Plaintiff was experiencing even
7 after repeated written notice, failed to analyze any coverage
8 problems that may have existed, and as set forth hereinabove.

9 22

10 As a direct and foreseeable and proximate result of Defen-
11 dant's breach of the contract, Plaintiff has suffered damages
12 including but not limited to, attorney's fees, medical bills
13 in excess of \$8,000.00, and emotional distress, in amounts
14 according to proof.

15 23

16 As a direct, foreseeable and proximate result of BLUE
17 CROSS's actions, Plaintiff suffered damages including those
18 above alleged and great fear, anxiety and emotional distress,
19 in amounts well beyond the jurisdictional limits of this court.

20 24

21 In doing the acts set forth above, BLUE CROSS acted mali-
22 ciously, oppressively, fraudulently, and in gross and conscious
23 disregard of Plaintiff's rights, thereby justifying an award
24 of punitive damages in the sum of \$5,000,000.00 against them,
25 or in such greater sum as may be deemed appropriate by judge
26 or jury.

27 WHEREFORE Plaintiff prays judgement as hereinafter set
28 forth.

1 FIFTH CAUSE OF ACTION

2 FRAUD

3 Plaintiff refers to and incorporates Paragraphs 1-24 as
4 though fully set forth.

5 25

6 Prior to Plaintiff's election of health/disability insurance
7 with BLUE CROSS, and as an inducement to Plaintiff to elect
8 BLUE CROSS coverage, Defendants made certain representations
9 with regard to the type and extent of coverage and the adminis-
10 trative capabilities and capacity of BLUE CROSS, and BLUE CROSS's
11 care and concern for the welfare of its insureds.

12 26

13 Plaintiff is informed and believes and thereon alleges that
14 these representations were false and BLUE CROSS knew at the
15 time of making them that they were false, and they were made
16 with the intent to induce Plaintiff to rely on them. Plaintiff
17 did rely on them, as Plaintiff had no reason to know that they
18 were false.

19 27

20 As a direct and foreseeable and proximate result of Defen-
21 dant's breach of the contract, Plaintiff has suffered damages
22 including but not limited to, medical bills in excess of
23 \$8,000.00, and emotional distress in amounts according to proof.

24 28

25 As a direct, foreseeable and proximate result of BLUE
26 CROSS's actions, Plaintiff suffered damages including those
27 above alleged and great fear, anxiety and emotional distress,
28 in amounts well beyond the jurisdictional limits of this court.

In doing the acts set forth above, BLUE CROSS acted maliciously, oppressively, fraudulently, and in gross and conscious disregard of Plaintiff's rights, thereby justifying an award of punitive damages in the sum of \$5,000,000.00 against them, or in such greater sum as may be deemed appropriate by judge or jury.

WHEREFORE Plaintiff prays judgement as hereinafter set forth.

SIXTH CAUSE OF ACTION

NEGLIGENCE

Plaintiff refers to and incorporates Paragraphs 1-29 as though fully set forth.

As hereinabove set forth BLUE CROSS negligently and carelessly processed Plaintiff's claims for insurance benefits, negligently analyzed coverage and/or negligently failed to provide a conversion policy, negligently investigated the claims made, and negligently performed each and every duty they undertook to perform on behalf of Plaintiff.

As a direct, foreseeable and proximate result of the negligence of BLUE CROSS Plaintiff has been damaged in his health, emotional well being, has incurred medical expenses as set forth above, has been placed in great fear and anguish, and incurred general damages in amounts to be proven at trial.

In doing the acts set forth above, BLUE CROSS acted maliciously, oppressively, fraudulently, and in gross and conscious

1 disregard of Plaintiff's rights, thereby justifying an award
2 of punitive damages in the sum of \$5,000,000.00 against them,
3 or in such greater sum as may be deemed appropriate by judge
4 or jury.

5 WHEREFORE Plaintiff prays judgement as hereinafter set forth.

6 SEVENTH CAUSE OF ACTION

7 BREACH OF STATUTORY DUTY

8 Plaintiff refers to and incorporates Paragraphs 1-32 as
9 though fully set forth.

10 33

11 At all times herein mentioned Defendants were engaged
12 in the business of insurance.

13 34

14 In doing the acts as hereinabove set forth, Defendants
15 violated the provisions of California Insurance Code §790.03(h)
16 including but not limited to subsections 1,2,3,4,5,6,7,12,13.

17 35

18 As a direct, foreseeable and proximate result of the
19 negligence of BLUE CROSS Plaintiff has been damaged in his
20 health, emotional well being, has incurred medical expenses
21 as set forth above, has been placed in great fear and anguish,
22 and incurred general damages in amounts to be proven at trial.

23 36

24 In doing the acts set forth above, BLUE CROSS acted mali-
25 ciously, oppressively, fraudulently, and in gross and conscious
26 disregard of Plaintiff's rights, thereby justifying an award
27 of punitive damages in the sum of \$5,000,000.00 against them,
28 or in such greater sum as my be deemed appropriate by judge

1 or jury.

2 WHEREFORE, Plaintiff prays judgement as follows:

3 1. For special damages in excess of \$8,000.00 to date as
4 may be proved greater at trial;

5 2. For general damages according to proof;

6 3. For interest on all damages;

7 4. For reasonable attorney's fees on the contract causes
8 of action;

9 5. For punitive and exemplary damages in the amount of
10 \$5,000,000.00 or such greater sum as may be set by judge or jury;

11 6. For interest on any offer of settlement pursuant to
12 CCP §998;

13 7. For costs of suit herein incurred; and

14 8. For such other and further relief as the Court may
15 deem proper.

16
17 DATED: _____ 1986 _____

18 ALICE PHILIPSON
19 Attorney for JAMES LITZENBERGER
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27
28



1950 Franklin Street
Oakland, California 94659
(415) 645-3000

Date: October 11, 1985

To: [REDACTED]

Group No.: [REDACTED]

Number: [REDACTED]

Dear [REDACTED]:

Your request for Disability Benefits is approved beginning 09-14-85. Please note that Major Medical benefits are furnished for the treatment of the disabling condition "AIDS" only, and for no other condition.

Your certificate and group benefits agreement under which your certificate was issued describe, in detail, the terms and conditions applicable to "Terminal Disability Benefits" and the length of time for which Disability Benefits are available. This approval of benefits is subject to terms of your certificate and the group benefit agreement as follows:

- A. through midnight 09-13-86, or
- B. until the disability ends, or
- C. until the maximum amount of benefits have been paid, or
- D. until the member becomes covered under any other group hospital, medical, and surgical coverage,

whichever comes first.

For any information concerning payment of claims regarding the above disability, please call (415) 645-3429.

Sincerely,

Customer Service Adjustment
Extended Benefits N-19

cc: [REDACTED]

BRUCE B. DECKER

March 10, 1986

MEMORANDUM:

TO: Mr. Gary Wood, Esq.

RE: LaRouche Initiative Editorial

Attached you will find an editorial I am distributing sounding the alarm about this insidious LaRouche Initiative.

On Saturday, April 12th, from 9:00 a.m. to 4:00 p.m. we will be holding an organization and strategy meeting at the Holiday Inn Crowne Plaza, 5985 West Century Boulevard, at Los Angeles International Airport.

I hope that you will be able to attend. Please reply to:

Bruce B. Decker
7985 Santa Monica Boulevard, #109-251
Los Angeles, California 90046-5112

THE LaROUCHE INITIATIVE:
AIRPORT HAWKING COMES TO AIDS IN CALIFORNIA

By
Bruce B. Decker, Chairman
California AIDS Advisory Committee

Lyndon LaRouche is indeed an odd duck. He is philosophically inconsistent, basing his actions on political expediency or changing public opinion. He cynically manipulates issues to create the perception that his organization, the "National Democratic Policy Committee" is something more than a band of displaced, albeit creative, lunatics. His anti-drug, pro-nuclear, anti-Soviet or pro-union efforts meant to appeal to Republicans and Democrats, conservatives and liberals, or Soviets and Americans, all simultaneously, clearly demonstrates the chameleon-like nature of LaRouche and his many phony fronts. He is paranoid; seldom, if ever, seen in public, for fear of "Soviet-backed terrorists" while describing himself as a "Trotskyite", or "America's Lenin." He is not exactly conservative; he advocates nationalizing the U.S. steel industry. But he is certainly no leftist, calling Henry Kissinger "an agent of influence for the Soviet Union" and urging that we "feed Jane Fonda to the whales." While calling himself a Democrat, prompting the Chairman of the Democratic Party, Chuck Manatt, to disavow him and his followers as "a fanatical cult," his devotees appeal to Republican business leaders in favoring economic growth in opposition to Ralph Nader and the "Eco-freaks who threaten the growth of U.S. industry."

In short, LaRouche and his stormtroopers are a scam. Unfortunately, they know how to read public opinion surveys.

No sooner than the Los Angeles Times featured a poll showing that large numbers of Americans support strong government action in the fight against AIDS (to the extent that more than half the adults support quarantining AIDS patients), did LaRouche introduce an initiative requiring state and local health officials to exercise their most strident emergency powers on people with AIDS, people simply infected with the virus, and in most cases, even those people suspected of having been infected.

Couching their false propaganda in "expert opinion" LaRouche manipulates facts, exaggerates and lies to exploit the fear associated with AIDS. Confusingly (and confusedly) likening it to casually transmitted diseases, LaRouche hysterically blames a "supranational" conspiracy for "falsifying facts about AIDS."

One of the great strengths of this nation is that anyone with a point of view may be heard. Lyndon LaRouche is a sad example of the concept taken to an extreme in exploiting this tragedy for his personal and political profit.

According to an America Civil Liberties Union analysis of the initiative, the following legal consequences can be expected if the LaRouche initiative qualifies and passes (particular credit should be given to Randall G. Wick, Esq.; President, Orange County Chapter, A.C.L.U. of Southern California):

March 10, 1986

- REPORTING OF NAMES to local health authorities of persons with AIDS and those exposed to HTLV-III and even persons suspected of having AIDS or having been infected with HTLV-III (probably including antibody test results) will be required of physicians and others not currently required to report. Some public health officials might be pressured to investigate each person reported.
- FOOD HANDLERS such as cooks, waiters, airline stewards and stewardesses, and possibly bartenders will be prevented from working with food if they are, are are even suspected of having been exposed to HTLV-III or having AIDS.
- SCHOOL EXCLUSION will probably be required for students and staff who may have been exposed to HTLV-III, who have AIDS, or conceivably even merely reside with someone who has been infected with HTLV-III or a person with AIDS.
- TRAVEL RESTRICTIONS might be asserted by law enforcement or public health officials against those infected by HTLV-III and persons with AIDS.
- QUANRANTINE AND ISOLATION powers might be more readily used by law enforcement and public health officials against those having been exposed to HTLV-III and persons with AIDS.

Clearly, the substance and precedent established by this initiative make it truly irresponsible and dangerous. Sadly, in the absence of having a rational point of view presented, many people may believe LaRouche's drivel. Therefore, we as a community must unite to supplement our already substantial civic and political response to the AIDS crisis in preparing for the eventuality of a having to mount a campaign of historic proportions against this preposterous initiative.

Individuals and organizations interested in taking the lead in their community should write: Beating LaRouche, 7985 Santa Monica Bouelvard, Suite #109-251, Los Angeles, California 90046-5112.

ROBERT S. GOTTESMAN
GARY JAMES WOOD

LAW OFFICES OF
GOTTESMAN & WOOD
INCLUDING A PROFESSIONAL CORPORATION
350 CALIFORNIA STREET, SUITE 2290
SAN FRANCISCO, CALIFORNIA 94104
(415) 982-9211

January 8, 1987

Ms. Monica Bay
News Editor
The Recorder
125 - 12th Street
San Francisco, CA 94103

Re: James W. Dederer, "Insurers Must Become
Receptive to New Approaches to Dealing
With AIDS", January 5, 1987

Dear Editor:

Although Mr. Dederer's premise in "Insurers Must Become Receptive to New Approaches to Dealing with AIDS" (January 5, 1987) is both viable and encouraging, his statement of some of the facts on which he bases his premise is incorrect. His article shows some insight into the business of insurance but illustrates an ignorance of the AIDS epidemic and of the syndrome's victims.

AIDS is not a highly contagious syndrome in that the AIDS virus is communicated through the exchange of bodily fluids (through certain limited sexual practices and, once upon a time, through blood transfusions) and through the sharing of intravenous drug needles. Therefore, education of the general populace and the associated modification of dangerous activities can curb the syndrome, even before a cure is found. Similarly, it is believed that a large number of those exposed to the virus (presently assumed to be between fifty and eighty percent) will not develop AIDS and die. Finally, we will see over the next three to five years that AIDS has spread well beyond the original communities of infection (gay males and IV drug users). In fact, already the press is reporting cases of AIDS among sexually active heterosexual adolescents and young adults, among allegedly cloistered clergymen, and among the heterosexual partners of those who had been exposed to the virus previously. The upshot of these facts is that the AIDS antibody test referred to by Mr. Dederer does not accurately predict an AIDS or AIDS-related complex diagnosis. Similarly, a life-style description is no better a predictor.

For these reasons and not some "enormous political power and influence wielded. . . by the gay community", the California Legislature prohibited the use of the antibody testing by insurance companies in California Health & Safety

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Ms. Monica Bay
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Code Section 199, et. seq. Thus, insurers would be well taught to abandon AIDS antibody test results and life-style questions in favor of discovering relevant co-factors in predicting the onset of AIDS symptoms. In doing so, insurers could accurately maintain the pool of young, healthy people who will pay premiums without getting ill, rather than rejecting a whole class of people for insurance on the off chance that some twenty or thirty percent of them might later get ill.

As to the question of who pays the cost of this epidemic, the need for case management and broader insurance policy interpretations cannot be overemphasized. To date, health insurers have spent more resources in claims investigation, with an eye toward denying policy payments, than in restructuring their policies to make more efficient use of the payments made. For example, many health insurers refuse to pay for hospice and home health care, though both are less expensive than hospitalization. Similarly, the insurer definition of experimental treatment has left many persons with AIDS to choose more expensive and probably no better treatment. In this realm then, it is incumbent upon health insurers to become more creative in policy implementation and less niggardly.

Finally, Mr. Dederer's argument for the creation of a reinsurance stop-loss pool is excellent, and I cannot understand why insurers have been so opposed to it over the past several years. Is it because these insurance companies are actually posting large profits despite their published tales of woe, and this fact will come to light during legislative hearings on such a proposal? Whatever the problem is, the AIDS epidemic will have to defeat it or American citizens will require greater regulation of this very profitable industry. Therefore, the insurance industry should take immediate steps to work more closely with the afflicted and their representatives at this time in finding the sort of creative solutions Mr. Dederer suggests. After all, because of the increasing concentration of people in large urban areas, more widespread world travel, and the constant mutations of the millions of infective agents on earth, even were there no AIDS epidemic, there surely would have been some other sort. We need only look to the American cholera

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epidemic of the early 20th Century, the large number of asbestos claims at present, the influenza epidemic of 1917-1918, and the increasing number of cancer cases caused by HTLV-II for illustration of this problem.

Gary James Wood
Co-Chair, AIDS Legal Referral Panel
Bay Area Lawyers for Individual
Freedom

GJW:dp

Point of View

'Insurers Must Become Receptive to New Approaches to Dealing with AIDS'

James W. Dederer is senior vice president, general counsel and corporate secretary of Transamerica Life Companies. This article is printed with permission of the newsletter of the San Francisco law firm, Barger & Wolen.

By JAMES W. DEDERER

Three critical issues have so far surfaced as insurers try to address the AIDS crisis. The issues of confidentiality and the impending threat to our risk classification system are both traceable to the unique characteristics of the high-risk groups. The third issue — who absorbs the health care costs? — is clearly the most formidable problem, where the tip of the iceberg is just now in view.

Confidentiality concerns and risk classification principles clash head-on in the AIDS context. Risk classification is the *sine qua non* for efficient operation of the insurance mechanism. Insurers must be able to charge premiums that statistically correlate to risk assumed.

When insurers are precluded from matching cost with risk, certain policyholders must subsidize coverage for others. On a small scale, that's not a serious problem. On a large scale, where perhaps millions of people are fatally infected with a disease, the system will not function without accurate risk classification. Private insurance cannot facilitate the necessary degree of subsidization by healthy people.

An illustration of this point (and, an answer to the question — why not just charge an extra premium for AIDS?) is reflected in following statistics: the extra mortality for smokers is 200 percent of normal; for heart disease it's 500 percent of normal; for exposure to the AIDS virus it's 2600 percent of normal.

Risk classification practices have come under fire from other quarters — most recently blind groups and womens groups. The AIDS variant keys on the confidentiality concerns of AIDS high risk groups. For the gay community issues of confidentiality and employment security and fears of public censure readily transcend insurer protestations about arcane insurance principles. It is a frightening thing for the gay person, closeted or not, to register himself in some computer system as being antibody positive.

wielded at every level of government by the gay community. About 10 percent of American males fit within this category. This merger of raw political power with the specific concerns of gay groups accounts for the onerous risk classification restraints already adopted in California, Wisconsin and the District of Columbia. New York, Florida, Massachusetts and others lay in wait for 1987.

The dilemma for California insurers is particularly acute where not only is an-

'We propose creation of a reinsurance stop-loss pool for AIDS claims coupled with centralized AIDS case management. This would be financed by employer groups on a basis independent of their own AIDS experience ...'

tibody testing prohibited (California Health and Safety Code Sec. 199.21 (f)) but the regulatory proscriptions on "sexual orientation" underwriting (Title 10, California Administrative Code Sec. 2560.3) are being very broadly construed. Given the way AIDS is manifesting itself in California (over 90 percent gay or bisexual) and the alarming infection levels in San Francisco and Los Angeles, I submit that this statutory/regulatory vise is totally untenable over the longer term.

Preservation of the risk classification system and the use of objective medical underwriting techniques are in the best interests of the entire insuring public. This includes the gay public in that such underwriting is superior to erratic "lifestyle" underwriting and to no coverage at all — an approaching reality in the District of Columbia. Our challenge is to reconcile full medical underwriting with guarantees of confidentiality. Confidentiality is the real wild card — its significance cannot be overstated. One need not review too many historical precedents to know that when a crisis in-

tensifies, our society's respect for personal privacy begins to dissipate.

Insurers have a fine record of maintaining confidentiality. They don't care about an individual's sexual proclivities. They only care about risk profiles. Nevertheless, companies are clearly subject to subpoena of their data by proper authorities. The obvious solution on the individual insurance side is to combine statutory protections for risk classification (e.g. antibody testing) with specific statutory strengthening of the confidentiality of AIDS related data. This might include curtailing intercompany exchange of such data. Many insurers will not be receptive to this, but it's time to recognize this to be a fair and reasonable quid pro quo for antibody testing, given the specialized concerns of high risk groups.

The health insurance issues are just as complex and even more foreboding. Confidentiality is particularly sensitive in that health insurance is so often aligned with employment. Who will bear the enormous health care costs and through what mechanisms?

We can expect, very conservatively, a \$50,000 to \$75,000 per case average cost. Paradoxically, new technologies such as AZT and herculean medical efforts which prolong life will only exacerbate the health care cost burdens. We're already looking at billions of dollars per year.

Insurers aren't going to absorb the costs — in the health area they basically function as intermediaries and administrators. High risk groups and, like it or not, society will finance this one — through increased health insurance premiums and taxes.

Traditional group health mechanisms may not work. I would suggest that AIDS experience will impact very unevenly by employment group. Given the high cost of AIDS health care and the fact that employer/employee groups must absorb much of that cost; how do we feel, as a matter of principle, about employment decisions being based on one's possible membership in the high risk group? This is a relevant question now, but it will become a most compelling one unless a health care solution is found.

The complexities of the problem invite a creative insurance response. One approach we have proposed for consideration is premised on the fact that AIDS is a

See AIDS page 9

AIDS

Continued From Page 5

public crisis, the health care costs of which should be spread across the broadest possible insurance spectrum.

A second premise is that enlightened AIDS case management with a strong focus on cost control can moderate the crisis. Accordingly, we would propose the creation of a reinsurance stop-loss pool for AIDS claims coupled with centralized AIDS case management. This would be financed by employer groups on a basis independent of their own AIDS experience, although premiums perhaps could vary by geographical area. Ultimate financing might be provided from public funds through a premium tax credit for stop-loss premiums. A private organization, bringing together the best talents and technologies in AIDS health care management, would be formed to manage all cases referred through the reinsurance pool.

I am aware that many insurers have misgivings about this kind of approach in that it establishes specialized procedures for a single disease. Why shouldn't people with diabetes or cancer have a tailored program? My answer is that special circumstances justify special treatment. AIDS is highly contagious, it's 100 percent fatal, its spread pattern is very unpredictable, and so far it has predominantly afflicted a powerful segment of society with distinctive concerns about confidentiality. To avoid an adverse precedent, a mandated AIDS stop-loss pool should be narrowly defined as a one-time response to a public health crisis. It should automatically sunset after some determinant period.

Insurers may not relish these ideas, but they must be receptive to new and innovative approaches to dealing with the unprecedented challenge of AIDS. Simultaneously, they must insist that in exchange for this flexibility, regulators and legislators strongly support commercial insurance and its fundamental risk classification prerogatives.

December 29, 1986

To: Members of the BALIF/AIDS
Panel Management Committee

Dear Member:

Enclosed please find a copy of the Minutes from the December meeting. The next meeting will be held at Kathleen's office, Bank of California, 400 California Street, 12th Floor, 12:00 noon on January 8, 1987 (Thursday) (Brown bag). There is a cafeteria on the fifth floor.

Sincerely,

A handwritten signature in cursive script that reads "Barry".

Barry A. Graynor

Minutes of BALIF AIDS Panel Management Committee
December 17, 1986 meeting

NEXT MEETING: Thursday, Jan. 8 at 12:00 noon at the Bank of California conference room, 400 California St., S.F., 12th fl. (Brown bag)

Present: Gary Wood, Fred Hertz, Clint Hockenberry, Alice Philipson, Kathleen Quenneville, Barry Graynor

Excused: Dan Chesir, Karen Langsley, Curt Ponzi

1. Check Deposits

Kathleen confirmed that checks are being deposited once a month. Following procedure established: all checks to be deposited once a month, except major checks (over \$1000) which should be deposited the same week as received.

2. Personnel Review of Clint

Gary will meet with Clint. The Committee voted unanimously to re-hire Clint for the next year at \$30,000/year, plus two weeks vacation medical. Gary will draw up letter agreement.

3. Budget for 1987

The budget (as attached) was approved unanimously. Alice to work with Clint re outreach brochures.

4. Complaint Procedures

Unanimously approved as attached.

5. 1987 Committee Members

Larry and Ginny have resigned from the Committee. Alice was elected Co-Chair. More women members are especially encouraged.

6. Disbursements

The Committee approved the following expenditures:

\$200-- payment for party on January 22 (thurs.) 5-7 at Heller, Ehrman, S.F., for wine, flowers, postage, etc.

\$120-- reimbursement to Shanti for the training seminar

BALIF AIDS PANEL --

1987 Budget

Salary & Benefits	\$ 37,000
Rent & Telephone	4,800
Postage	1,800
Long Distance Telephone	1,200
Photocopying	2,000
Stationery & Supplies	800
Petty Cash	600
Malpractice Insurance	4,000
Publicity	300
Outreach Brochure	6,000
Misc., reserve	<u>1,500</u>
TOTAL	\$ 60,000

See accompanying page for suggested alternatives for using surplus funds.

AIDS Legal
Referral Panel1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

ALTERNATIVE OVER-BUDGET PROPOSALS

Although Clint will become a full-time employee in 1987, it is doubtful that he could take on any greater responsibility than he has now. Therefore, each of the two following proposals are premised on the hiring of a second (1/2 time) employee. Estimated cost:

Salary & Benefits	\$15,000.00
Additional rent	4,200.00
	<hr/>
TOTAL	19,200.00

Because this employee would be purely clerical, we should explore funding alternatives which might include an inkind grant from a lawfirm for use of clerical staff at no charge to the panel.

NATIONAL ALTERNATIVE:

Will pamphlet publication*	3,000.00
Durable Power of Attorney pamphlet*	3,000.00
Training videotapes	5,000.00
	<hr/>
	11,000.00

This alternative should be supplemented by the publication of a training manual, but a cost estimate for same is not available.

LOCAL ALTERNATIVE:

Will pamphlet*	3,000.00
DPA pamphlet*	3,000.00
Computer & printer	8,000.00
Supplies	1,000.00
Computer training	2,000.00
	<hr/>
TOTAL	17,000.00

*Items marked appear in both alternatives.

AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

NOVEMBER 1986 CASE STATISTICS

TOTAL CASES (NOVEMBER 1986*)	66
TOTAL CASES (PREVIOUS MONTH)	103
ATTORNEY/LEGAL REFERRAL	51
LEGAL SERVICES ORGANIZATION REFERRAL	3
NONLAWYER REFERRAL	1
DIRECT OFFICE SERVICE (without referral)	11

WILLS, DPAs	27	40.9%
PROBATE	6	9.1%
EMPLOYMENT DISCRIMINATION	4	6.1%
HOUSING (LL/T, REAL ESTATE)	7	10.6%
CREDIT, COLLECTION, BANKRUPTCY	2	3.0%
BENEFITS (SSI, SDI)	1	1.5%
INSURANCE	7	10.6%
OTHER:	12	18.2%

[tort (3); criminal (3);
conservatorship (1);
privacy (1); tax (1);
med malpractice (2);
mental health (1)]

TOTAL CASES FOR WHICH DEMOGRAPHIC DATA AVAILABLE**	51	100 %
ANNUAL INCOME UNDER \$7000	36	70.6%
ANNUAL INCOME UNDER \$12,000	3	5.9%
ANNUAL INCOME UNDER \$20,000	4	7.8%
ANNUAL INCOME UNDER \$30,000	6	11.8%
ANNUAL INCOME OVER \$30,000	2	3.9%

CAUCASIAN	44	86.3%
ASIAN	3	5.9%
BLACK	1	2.0%
HISPANIC	3	5.9%
NATIVE AMERICAN	0	-0 -
OTHER	0	-0 -

*reduced caseload reflects in part the office's
closure over the Thanksgiving-week holiday

*excludes data on cases for repeat client on
different legal matter (3); person with AIDS
deceased (5); other (7)

AIDS LEGAL REFERRAL PANEL
COMPLAINT PROCEDURE

All clients who have a problem with a Panel attorney are encouraged to follow the complaint procedures set forth herein:

1. Send a completed "Client Problem Form" to Clint Hockenberry, Panel Administrator, at the address shown on the form.

2. Clint will forward the form to one of the Co-Chairs of the Panel Management Committee, who will contact the client and the attorney and attempt to resolve the complaint informally.

3. Either party may, by written notice to the Panel Administrator, appeal the decision of the Co-Chair to a three-member sub-panel of the Panel Management Committee. The sub-panel shall review the complaint informally by meeting with both the client and the attorney and by taking other measures as it in its discretion deems appropriate.

4. If the sub-panel is unable to resolve the matter informally, it shall refer the matter to the Panel Management Committee acting as a whole. Either party may also appeal a decision of the sub-panel to the full Panel Committee by written notice to the Panel Administrator.

CLIENT PROBLEM FORM

**SEND THIS IN ONLY IF YOU ARE HAVING A
PROBLEM WITH YOUR ATTORNEY**

Your Name:

Your Address:

Your Telephone Number:

Message Telephone Number:

Name of your volunteer attorney:

First date you saw the attorney:
(Approximately)

What is your legal problem?

What problem are you having with your attorney?

Mail to:

Mr. Clint Hockenberry
Administrator
AIDS Legal Referral Panel
1663 Mission St., Suite 400
San Francisco, CA 94103

CLIENT COMMENTS FORM

When your case is over, please fill out this form and mail to:

Mr. Clint Hockenberry
Administrator
AIDS Legal Referral Panel
1663 Mission St., Suite 400
San Francisco, CA 94103

Your Name

Your Address:

Your Telephone Number:

Message Telephone Number:

Name of your volunteer attorney:

Date you first saw the attorney:

MONTH

YEAR

Description of your legal problem:

What happened in your case?

Were you satisfied with your volunteer attorney?

Do you have any comments on our volunteer attorney program?

Dan Chesir
769-14th Street
San Francisco, California 94114
645-3112 (W) 441-8116(H)

Gary Wood (Co-Chair)
350 California Street
Suite 2290
San Francisco, CA 94104
982-9211(W)

Barry A. Graynor
360 Guerrero Street #202
San Francisco, California 94103
362-2375(W) 864-1780(H)

Frederick Hertz
7045 Chabot Road
Oakland, California 94618
957-1031(W) 428-2252(H)

Clink Hockenberry
Administrator
AIDS Legal Referral Panel
1663 Mission St., Suite 400
San Francisco, California 94103
864-8186

~~Karen J. Langsley~~
~~1975 Diamond Blvd., Suite C210~~
~~Concord, California 94520~~
~~827-9955(W) 282-2418(H)~~

Alice Philipson (Co-Chair)
1712 Vine Street
Berkeley, California 94703
527-0901(W)

Curtis Ponzi
2801 Turk Street, #305
San Francisco, California 94118
421-2462(W) 668-4361(H)

Kathleen Quenneville
Vice President and Counsel
The Bank of California
400 California Street
San Francisco, California 94104
765-2555

*Douglas Montgomery
707 Haight Street
San Francisco, CA 94117
552-2223

Paige W.

*Greg Lawrance
Hearst Building, Suite 1025
5 Third Street
San Francisco, CA 94103
495-3950

Paige W.

*Melinda Griffith
307 Arkansas
San Francisco, CA 94110
420-3300 x3553
641-6254 (h)

Gary W.

*John McNamara
San Francisco, CA
434-0610

Gary W.

*Tom Gee
The Hearst Building, Suite 1100
Third and Market
San Francisco, CA 94103
495-3950 (o)

Gary W.

*Chris Redburn
Employment Law Center
1663 Mission, Suite 400
San Francisco, CA 94103
864-8848

Dan C.

*Bob Goodman
Feldman, Waldman & Kline
144 Carl Street, #5
San Francisco, CA 94117
981-1300 (o)
731-3734 (h)

Katherine F.

*Steven Vettel
Feldman, Waldman & Kline
235 Montgomery Street #2700
San Francisco, CA 94104
981-1300 (o)

Barry G.

*Kenneth Tishgart
44 Montgomery Street, 5th Floor
San Francisco, CA 94104
931-3400

Fred H.

*Barbara Barrett
850 Montgomery Street
Suite 101
San Francisco, CA 94133
433-1457

*Margot Hagaman
333 Hayes Street, Suite 109
San Francisco, CA 94102
863-4443

*Judy Baer
3929 24th Street
San Francisco, CA 94114
821-6700

*Paul Thurston
World Trade Center, Suite 280
San Francisco, CA 94111
398-6767

*Mike Hall
25 Van Ness Penthouse
San Francisco, CA 94102
~~864-1990~~

*Carl Wolf
Hammill & Wolf
414 Gough Street, Suite 4
San Francisco, CA 94102
621-3988

*Vivian V. Hammill
Hammill & Wolf
414 Gough Street, Suite 4
San Francisco, CA 94102
621-3988

*Ron Albers
San Francisco Public Defender
850 Bryant
San Francisco, CA 94103
553-1671
553-9329 (direct)

*Gordon Armstrong
P.O. Box 421671
San Francisco, CA 94142
553-1671

Dan C.

Dan C.

Dan C.

plus

Chris Redburn
(p. 9)

Katharine F.

Katharine F.

Katharine F.

plus

Bob
Goodman
(p. 1)

Barry G.

Barry G.

Barry G.

plus

Steven Vettel
(p. 4)

EAST BAY

[*Anson Reinhart
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763-1000

Fred H.

[*Virginia Palmer
436 14th Street
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763-5611 (o)

Fred H.

(Lipins Kenneth
Tishgart (p. 4))

[*Bob Peacock
432 Estudillo, #18
San Leandro, CA 94579
483-3400

Fred H.

[*Liz Hendrickson
P.O. Box 3173
Oakland, CA 94609
839-3003

Alice P.

Judith MacQuarrie
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654-2089 (h)

Dan Healy
1930 Sonoma Blvd.
Vallejo, CA 94590
707-644-7435
707-643-6508

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554 Grand Avenue
Oakland, CA 94610
444-0560

Alice P.

[*Marian Chapman
Wald, Knoll, Freedman et al.
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Oakland, CA 94610
444-0560

Alice P.

[*Alice Philipson
1712 Vine Street
Berkeley, CA 94703
527-0901

Melinda Griffith 420-3103

*Mark Senick
Stokes, Clayton, McKenzie & Senick
333 Franklin Street
San Francisco, CA 94102
863-2312

Curt P.

*Carole Collum
220 Montgomery Street, Suite 409
San Francisco, CA 94104
626-5444 (o)

Curt P.

*Gabe Gesmer
731 Market Street, Suite 200
San Francisco, CA 94103
777-3500 (o)

Curt P.

*Meriel Lindley
Law Offices of Jerry Berg
240 Stockton Street
San Francisco, CA 94110
391-8200 (o)

Ora P.

*Jerry Berg
Law Offices of Jerry Berg
240 Stockton Street
San Francisco, CA 94110
391-8200 (o)

Ora P.

*Tom Olszewski
Olszewski & Quintilian
155 Montgomery Street, Suite 601
San Francisco, CA 94104
788-3790 (o)

Ora P.

*David L. Matt
582 Market Street, Suite 914
San Francisco, CA 94104
781-3344

Kathleen Q.

*Margaret Ryan
433 Turk Street
San Francisco, CA 94102
775-3900

Kathleen Q.

*Elise Clowes
Heller, Ehrman
44 Montgomery Street, 33rd Floor
San Francisco, CA 94104
772-6654 (o)

Kathleen Q.

*Kevin James
Heller, Ehrman
44 Montgomery Street, 33rd Floor
San Francisco, CA 94104
772-6160 (o)

Paige W.

Barry A. Graynor, Esq.
One Sansome Street, Suite 1400
San Francisco, CA 94104

June 18, 1987

To: Members of the BALIF/AIDS
Panel Management Committee

Dear Member:

Attached please find "unofficial" minutes of a meeting held on June 4. In order to make them official, please sign and return to me the enclosed "Unanimous Written Consent."

At the June meeting one of the issues discussed was to remind Panel attorneys about our "tithing" policy. Attached is a list of these attorneys. Please call the attorneys whose names appear beside your name. Please note that many of these attorneys have not made a contribution because they have not had any fee generating clients. Thus, we ask that you simply "remind" people of the policy and refer any questions to Clint. Please also report the results of your phone calls to Clint.

Finally, please mark your calendar for the next meeting: July 8, Wednesday at 12:00 noon, at Kathleen's office (Bank of California, 400 California Street, 12th Floor, San Francisco). If you will be unable to attend, please call either me at 362-2375 or Gary Wood at 982-9211.

Sincerely,



Barry A. Graynor

Unofficial Minutes of BALIF AIDS Panel Management Committee
June 4, 1987

Present: Barry Graynor, Clint Hockenberry, Kathleen Quenneville, Paige Wickland, Gary Wood

1. Clint presented the May 1987 Case Statistics and an article from the Daily Journal about the Panel.
2. Gary stated that Fred is concerned that attorneys are not "tithing" 10% of fees generated. Clint has prepared a list (attached) for Panel members to contact and "gently" remind people of the requirement. Refer questions to Clint. Please report results back to Clint. Note that Clint has already sent a letter out to attorneys about the policy.
3. Training materials: The materials need to be updated and edited. Paige indicated she needs assistance; Gary suggested Ginny may be a good choice for wills. Next, Paige will contact the attorney(s) in charge of the training lecture for assistance. In addition, videotaping will start 6/27. If we are able to sell the materials, Gary suggested we share the proceeds with VLSP. Later we will add probate and right to privacy/confidentiality.
4. Office location: Clint's location is becoming increasingly crowded and noisy. Employment Law Center offered space upstairs at \$6,000-\$7,000. Consensus was this is too expensive. Possible relocations: AIDS Foundation, Clint's home, private law firms
5. Fundraising/public relations: Gary relayed that fundraising is becoming increasingly more competitive and that unless we become more "well known" we will find it harder and harder to secure funds. Various suggestions were made, including budgeting for a full time/part time staff person around this issue; press releases; sending a letter to all AIDS providers describing our services; marketing the training materials; questionnaire to the Presidential candidates. One general "problem" noted was we are a secondary source in that we receive referrals from other organizations, not directly from clients. Question: Do we want to also solicit direct referrals? The other organizations need to realize that without our service they will be left holding the bag.
6. Donation to LIFE: Kathleen mentioned that the NEFIR Board expressed sharp concern over the donation. There appear to be two issues: general authority and tax status. A question also was raised whether the Panel should/could be a member of LIFE.
7. Budget report: Kathleen stated that she has switched the bank account to Security Pacific and is awaiting a \$120 refund check from Wells Fargo for service charges. The account balance is approximately \$45,000. Kathleen also reported that she received a letter from the State Unemployment Department stating we owe about \$70.00. The letter indicated we had failed to respond to earlier notices. Kathleen said she was unaware of any earlier notice and will check on this.

NEXT MEETING: KATHLEEN'S OFFICE, BANK OF CALIFORNIA, 400 CALIF. ST., 12th FLOOR AT 12:00 NOON, JULY 8. byol

Frederick C. Hertz

7045 Chabot Road Oakland California 94618 415-428-2252

20 June 1987

TO: Gary, Clint & Kathleen

FROM: Frederick

As you can guess, it's getting near the time for our semi-annual report for the AIDS Panel. As before, I would like to ask Clint to prepare the written summary page and the statistical summary, and Kathleen to do the financial report.

For the financial report, we should show:

1. Assets as of January 1,
2. Income received Jan 1-June 30, and
3. Income expected/promised through the end of 1987
(I believe we have 7,500 coming from S.F. Fndtn)

then

4. Expenses Jan-June,
5. Projected expenses July-December
6. Expected reserve for 1988.

I will be out of town June 29 through July 7, and I'd like to get these out to the grantors by July 15. Please give me a call in early July if there are any problems with this.

As ever, THANKS!

A handwritten signature in dark ink, appearing to read "Frederick", with a large, stylized loop at the beginning.

Jany -

sent to
BALIF (non BASF)

attys...

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

January 6, 1987

To: All Members of the AIDS Legal Referral Panel

Dear Panel Member:

Happy New Year! On behalf of the Board of Directors of Bay Area Lawyers for Individual Freedom, the AIDS Panel Management Committee, and the hundreds of clients represented by you, I am writing to thank you for your diligent and empathetic services to the Bay Area's AIDS community. Without your remarkable dedication, the victims of the Human Immuno-Deficiency virus would have suffered much more than their already horrendous medical condition.

I want to personally share with you the numerous kudos given me and the AIDS Legal Referral Panel during 1986 for the services we have provided. The Board of Governors of the State Bar, the California Legislature, the San Francisco Foundation, San Francisco's Mayor's Office, the American Foundation for AIDS Research, and the Health Policy and Research Foundation of California have extended to us congratulations and honors for the important work we provide in Northern California. During 1986, the AIDS Legal Referral Panel, with its more than 200 BALIF and Volunteer Legal Services Program attorneys, has provided legal service to more than 1,000 clients, all of whom have extended a grateful thanks. Each of you deserves this thanks.

With 1987 ahead of us, I am pleased to inform you that the efforts of Frederick Hertz, Ginnie Palmer, Elizabeth Birch, and Clint Hockenberry have provided us with a budget of \$60,000. With this sum, we are fortunate to rehire Clint Hockenberry, now as a full-time employee; we will publish a Will pamphlet and questionnaire associated with a newly developed Will writing computer program; we will increase both the number and scope of upcoming training programs; and we will continue to provide nationwide litigation and formation support for other attorneys carrying on this work. In this regard, we were fortunate in 1986 to assist in the formation of AIDS Legal Referral Panels in Honolulu, Sacramento, Los Angeles, and Dallas. This work and your dedicated efforts have made BALIF's AIDS Legal Referral Panel the nationwide model for service to those

January 6, 1987
Members of the AIDS Legal Referral Panel
Page 2

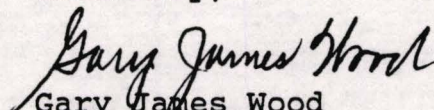
communities of persons with AIDS and AIDS-related complex.

On top of the numerous essential Wills and Durable Powers of Attorney drafted by AIDS Panel members, the Panel has also been instrumental in affecting several other broad areas of law as they deal with the AIDS crisis. The efforts of AIDS Panel members have made serious inroads in the bastions of insurance, employment, privacy, landlord/tenant, immigration, public benefits, and family law. Because of this work, panel members have been called upon to educate the broader legal and business communities in California, through participation in seminars sponsored by Continuing Education of the Bar, the Practicing Law Institute, the American Law Institute and American Bar Association, the State Bar's Labor and Employment Section, San Francisco's Business Leadership Task Force, the Shanti Project, the Fresno County AIDS Consortium, the Monterey County AIDS Project, and AIDS Project Los Angeles. In short, the members of the AIDS Legal Referral Panel have had an important impact on the world around us.

To congratulate each and every one of you, as well as thank the supporters of the AIDS Legal Referral Panel, I want to encourage you to attend the Panel's Kudos Party on JANUARY 22, 1987, 5 P.M. to 7 P.M., AT THE CONFERENCE ROOM OF HELLER, EHRMAN, WHITE & MCAULIFFE, 333 BUSH STREET, SAN FRANCISCO, CA. I am looking forward to seeing each of you there and to meeting those of you whom I don't yet know.

Thank again, and congratulations on a brilliant 1986.

Cordially,



Gary James Wood
Co-Chair
AIDS Legal Referral Panel

GJW:dp

AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

January 20, 1987

Dear AIDS Panel Attorney:

As we head into the new year, I want to thank all of you for continuing to volunteer on the AIDS Legal Referral Panel. If you and others like you were not there, many people would receive no legal assistance at the very time they need it most. We can never use the words "thank you" enough.

I am also writing about several of administrative matters: attorney training sessions, the client complaint procedure recently adopted by the AIDS Legal Referral Panel's Management Committee, national ACLU's AIDS Discrimination docket, and, finally, the AIDS Legal Referral Panel's case acceptance sheet.

Attorney Training Sessions. Enclosed is a list of upcoming training sessions for BASF and BALIF attorneys. Please check off those sessions you may want to attend and return the registration form to the ALRP office. For the BASF Landlord-Tenant Clinic on Thursday, January 28, please contact Janet Seldon directly at 392-3960 in order to reserve a space.

Client Complaint Procedure. Any client who communicates to the ALRP office a possible problem with a Panel attorney will be mailed a "Client Problem Form" and asked to return a completed form to the Panel Administrator. The Panel Administrator, in turn, will forward the form to one of the Co-Chairs of the Panel Management Committee, who will contact the client and the attorney in an attempt to resolve the complaint informally.

Either party may, by written notice to the Panel Administrator, appeal the decision of the Co-Chair to a three-member subpanel of the Panel Management Committee. The subpanel shall review the complaint informally by meeting with both the client and the attorney and by taking other measures it deems appropriate.

January 20, 1987
Panel Attorneys
page 2

If the subpanel is unable to resolve the matter informally, it shall refer the matter to the Panel Management Committee acting as a whole. Either party may also appeal a decision of the subpanel to the full Panel Committee by written notice to the Panel Administrator.

ACLU's AIDS Discrimination Docket. Modeled after the Reproductive Freedom Project docket, ACLU is compiling the first docket of pending litigation of gay/lesbian rights and AIDS cases. The docket is intended to include all current litigation (pending as of June 16, 1986 or later) in federal or state court which involves an explicit issue of sexual orientation, or discrimination because of AIDS or HIV positivity (regardless of the client's sexual orientation). Attached is an AIDS discrimination docket form that attorneys are encouraged to send directly to Nan Hunter and Laurie Wenc in New York.

ALRP Case Acceptance Sheet. Also enclosed is a Panel case acceptance sheet that each attorney is requested to complete and return to the ALRP office once the case is closed. I recognize the inconvenience involved in this procedure, but the information you provide will help us improve the Panel's case tracking system.

Please make copies of the originals for both the ACLU AIDS Discrimination Docket and the ALRP Case Acceptance forms prior to completing them. Holographic, xeroxed forms are entirely appropriate.

If you have any questions on any of these matters, or regarding any other aspect of the Panel, please give me a call at 864-8186.

Warm regards,

Clint

Clint Hockenberry
Administrator

Enclosures

AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
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(415) 864-8186

AIDS LEGAL REFERRAL PANEL

DECEMBER 1986 CASE STATISTICS

TOTAL CASES (DECEMBER 1986)	116
TOTAL CASES (PREVIOUS MONTH*)	66
ATTORNEY/LEGAL REFERRAL	90
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HOUSING (LL/T, REAL ESTATE)	10	8.6%
CREDIT, COLLECTION, BANKRUPTCY	5	4.3%
BENEFITS (SSI, SDI)	7	6.0%
INSURANCE	13	11.2%
OTHER:	14	12.1%

[criminal (2); tax (2);
immigration (3);
family (1); wrkr comp (1);
med malpractice (4);
contracts (1)]

TOTAL CASES FOR WHICH DEMOGRAPHIC DATA

AVAILABLE**	89	100 %
ANNUAL INCOME UNDER \$7000	67	75.3%
ANNUAL INCOME UNDER \$12,000	3	3.4%
ANNUAL INCOME UNDER \$20,000	1	1.1%
ANNUAL INCOME UNDER \$30,000	11	12.4%
ANNUAL INCOME OVER \$30,000	7	7.9%

CAUCASIAN	75	84.2%
ASIAN	2	2.2%
BLACK	3	3.4%
HISPANIC	9	10.1%
NATIVE AMERICAN	0	-0 -
OTHER	0	-0 -

*reduced November and increased December caseload
reflect in part the office's closure over the
Thanksgiving-week holiday

**excludes data on cases for repeat client on
different legal matter (21); person with AIDS
deceased (5); other (1) [the number of repeat
clients for a different legal matter jumped
from 3 in November to 21 in December, all of
whom indicated their satisfaction with the
quality of legal services they had received
from the AIDS Panel]

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

CALENDAR OF ATTORNEY TRAINING SESSIONS

Thursday, January 29: BASF LANDLORD/TENANT CLINIC
6:00 - 9:00 pm, Hastings Law Library Building
200 McAllister Street, Room 211
Contact: Janet Seldon, BASF, 392-3960

Volunteer attorneys receive instruction from expert landlord/tenant attorneys, a practice manual and forms. In exchange, volunteer attorneys take and complete a landlord/tenant case. Volunteers meet and interview their first, prescreened client the evening of the clinic, after the experts discuss how to handle the client's case. The experts remain available for advice during the client interview and afterward, for the duration of the case.

The January 29th clinic will include a special focus on landlord/tenant issues commonly experienced by persons with AIDS and ARC.

BASF landlord/tenant clinics are held on the 4th Thursday of every month at the Hastings Law Library Building. To register for the Clinic, call Janet Seldon, Clinics Coordinator, at 392-3960.

**Saturday, February 28: INTRODUCTION TO THE AIDS
LEGAL REFERRAL PANEL (Required)**
10:00 am - 12:30 pm, Bar Association of S.F.
Mills Tower, 220 Bush Street, 21st Floor
Contact: Clint Hockenberry, ALRP, 864-8186

A brief description on the purposes and history of the Panel, the cooperation between the BASF and BALIF in providing legal services to Persons with AIDS and ARC, followed by a discussion of medicolegal issues presented by the AIDS crisis. The second half is designed to assist lawyers in preparing basic legal documents, such as simple wills, durable powers of attorney and directives to physicians.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

**AIDS LEGAL REFERRAL PANEL
CALENDAR OF ATTORNEY TRAINING SESSIONS**

Saturday, March 14: SOCIAL SECURITY (elective)
10:00 am - 12:00 noon, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

Persons with AIDS and especially AIDS-related complex sometimes encounter problems when they file claims for social security disability and supplemental security income. This session will discuss the social security administration's disability grid system as well as the procedure for obtaining attorneys' fees on social security claims. Training materials also include instructions on preparing for social security disability hearings.

Saturday, March 14: AIDS PANEL QUARTERLY MEETING
1:00 - 2:00pm, ALRP Office, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

A free-form discussion among Panel attorneys on problems they may have encountered, either with a particular client or with the general administration of the Panel. Also provided will be a national overview and current directions of AIDS law.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

CALENDAR OF ATTORNEY TRAINING SESSIONS

Saturday, April 4: EMPLOYMENT (elective)
10:00 am - 12:00 noon, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

While some employers inform their employees they are being fired because of AIDS, the vast majority of cases involve more subtle refusals to grant reasonable medical leaves, work restructuring or other accommodation.

A panel of three attorneys will discuss common workplace difficulties commonly experienced by persons with AIDS and ARC or those perceived to have AIDS. Applicable laws, such as local AIDS antidiscrimination ordinances, California's FEHA, and the federal Rehabilitation Act of 1973, will be explored.

Saturday, May 2: INSURANCE (elective)
10:00 am - 12:00 noon, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

Members of high risk groups routinely face difficulty in their attempts to obtain health, long-term disability and life insurance. Other individuals, recently diagnosed with AIDS, sometimes find their claims denied and premiums returned because of an alleged preexisting condition or supposed misrepresentation in the initial application.

A panel of three attorneys will explore current practices of insurance companies to screen applicants, consumer protections afforded applicants and claimants under state law, and a review of the newly enacted federal COBRA law. Certain applications of bad faith law as they relate to AIDS will also be discussed.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

REGISTRATION

ATTORNEY TRAINING SESSIONS

YES, I WILL ATTEND (please check):

- ____ Thursday, January 29: LANDLORD/TENANT CLINIC
6:00 - 9:00 pm, 200 McAllister, Room 211
(Please CALL JANET SELDON at 392-3960)
- ____ Saturday, February 28: AIDS PANEL INTRODUCTION
10:00 am - 12:30 pm, 220 Bush, 21st Fl.
(required of all new attorneys)
- ____ Saturday, March 14: SOCIAL SECURITY
10:00 am - 12:00 noon, 1663 Mission #400
- ____ Saturday, March 14: PANEL QUARTERLY MEETING
1:00 - 2:00 pm, 1663 Mission Suite 400
- ____ Saturday, April 4: EMPLOYMENT
10:00 am - 12:00 noon, 1663 Mission #400
- ____ Saturday, May 2: INSURANCE
10:00 am - 12:00 noon, 1663 Mission #400

All BASF and BALIF AIDS Panel attorneys are encouraged to attend any or all of these free training sessions. Videotapes of these sessions are also available by contacting either Janet Seldon at the Bar Association of San Francisco (392-3960) or Clint Hockenberry at ALRP (864-8186).

name

address

telephone number(s)

Please return this registration form to the AIDS
Legal Referral Panel office.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

CASE ACCEPTANCE FORM

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT TELEPHONE: _____

LEGAL WORK REQUIRED:

DATE CASE ACCEPTED: _____

DATE CASE CLOSED: _____

NAME OF ATTORNEY ACCEPTING CASE:

COMMENTS? BACKUP EXPERTISE OR MATERIALS REQUESTED?

Please return to Clint Hockenberry, Administrator,
ALRP, 1663 Mission Suite 400, San Francisco,
California 94103/ (415) 864-8186

BALIF/NEFIR

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

**AIDS DISCRIMINATION LEGAL DOCKET
AMERICAN CIVIL LIBERTIES UNION FOUNDATION**

CASE NAME:

**FILE NO., COURT
& DATE FILED:**

CITATION(S):

ISSUE(S):

STATUS:

ATTORNEY(S)/CONTACT:

**Please return to Nan Hunter, Staff Counsel, ACLU
National Headquarters, 132 West 43 Street,
New York, New York 10036/ (212) 944-9800**

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

January 6, 1987

To: All Members of the AIDS Legal Referral Panel

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January 6, 1987
Members of the AIDS Legal Referral Panel
Page 2

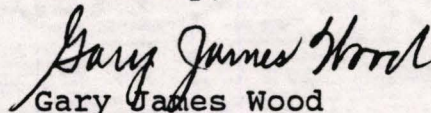
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Thank again, and congratulations on a brilliant 1986.

Cordially,



Gary James Wood
Co-Chair
AIDS Legal Referral Panel

GJW:dp

JOHN KEVIN DONOVAN

A PROFESSIONAL LAW CORPORATION
ONE MARKET PLAZA
SPEAR STREET TOWER-SUITE 2210
SAN FRANCISCO, CA 94105

TELEPHONE: (415) 777-0300
TELECOPIER: (415) 777-1527
CABLE: ONEMKTPLAZ
TELEX: WUI 67665

Mr. Clint Hockenberry, Esquire
Director
BALIF
1663 Mission Street, Suite 400
San Francisco, CA 94103

Dear Clint,

I appreciate your personal referral to me of Mr. Carey Nelson on a tax problem last week. He will come in later this week for a consultation to find out whether anything can be done for he and his friend.

On another matter, the Edward Bennett free referral of November which immediately became an extremis situation, I attended his memorial service Saturday. It was a very painful business.

There is a very real question whether the Internal Revenue Service will accept the formal offer in compromise that he submitted for his tax liability. Further, whether the Service will now agree to terminate its claim for three years tax liabilities on the basis of his death when there is no "formal estate" although there is an insurance policy to be distributed to his "heirs," as his friends define themselves. There are ethical considerations involved which I frankly doubt that there are answers to in a situation such as the Bennett matter are. The issue is whether an "informal estate" can act as an estate without being subject to the responsibilities of an actual estate, including liabilities to the Service. My own role as a volunteer under these circumstances will depend on my research on the issue and the attitude of the "heirs." If I believe that there is going to be a problem I will of course withdraw and further inform you and BALIF.

It was my pleasure to talk with you prior to Christmas.

Sincerely,


JOHN KEVIN DONOVAN

JKD:bk

AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

January 20, 1987

Dear AIDS Panel Attorney:

As we head into the new year, I want to thank all of you for continuing to volunteer on the AIDS Legal Referral Panel. If you and others like you were not there, many people would receive no legal assistance at the very time they need it most. We can never use the words "thank you" enough.

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January 20, 1987
Panel Attorneys
page 2

If you have any questions on either of these matters, or regarding any other aspect of the Panel, please give me a call at 864-8186.

Warmly,

Clint

Clint Hockenberry
Administrator

Enclosures

**AIDS Legal
Referral Panel**

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AIDS LEGAL REFERRAL PANEL
DECEMBER 1986 CASE STATISTICS

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OTHER:	14	12.1%

[criminal (2); tax (2);
immigration (3);
family (1); wrkr comp (1);
med malpractice (4);
contracts (1)]

TOTAL CASES FOR WHICH DEMOGRAPHIC DATA

AVAILABLE**	89	100 %
ANNUAL INCOME UNDER \$7000	67	75.3%
ANNUAL INCOME UNDER \$12,000	3	3.4%
ANNUAL INCOME UNDER \$20,000	1	1.1%
ANNUAL INCOME UNDER \$30,000	11	12.4%
ANNUAL INCOME OVER \$30,000	7	7.9%

CAUCASIAN	75	84.2%
ASIAN	2	2.2%
BLACK	3	3.4%
HISPANIC	9	10.1%
NATIVE AMERICAN	0	-0 -
OTHER	0	-0 -

*reduced November and increased December caseload
reflect in part the office's closure over the
Thanksgiving-week holiday

**excludes data on cases for repeat client on
different legal matter (21); person with AIDS
deceased (5); other (1) [the number of repeat
clients for a different legal matter jumped
from 3 in November to 21 in December, all of
whom indicated their satisfaction with the
quality of legal services they had received
from the AIDS Panel]

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

CALENDAR OF ATTORNEY TRAINING SESSIONS

Thursday, January 29: BASF LANDLORD/TENANT CLINIC
6:00 - 9:00 pm, Hastings Law Library Building
200 McAllister Street, Room 211
Contact: Janet Seldon, BASF, 392-3960

Volunteer attorneys receive instruction from expert landlord/tenant attorneys, a practice manual and forms. In exchange, volunteer attorneys take and complete a landlord/tenant case. Volunteers meet and interview their first, prescreened client the evening of the clinic, after the experts discuss how to handle the client's case. The experts remain available for advice during the client interview and afterward, for the duration of the case.

The January 29th clinic will include a special focus on landlord/tenant issues commonly experienced by persons with AIDS and ARC.

BASF landlord/tenant clinics are held on the 4th Thursday of every month at the Hastings Law Library Building. To register for the Clinic, call Janet Seldon, Clinics Coordinator, at 392-3960.

**Saturday, February 28: INTRODUCTION TO THE AIDS
LEGAL REFERRAL PANEL (Required)**
10:00 am - 12:30 pm, Bar Association of S.F.
Mills Tower, 220 Bush Street, 21st Floor
Contact: Clint Hockenberry, ALRP, 864-8186

A brief description on the purposes and history of the Panel, the cooperation between the BASF and BALIF in providing legal services to Persons with AIDS and ARC, followed by a discussion of medicolegal issues presented by the AIDS crisis. The second half is designed to assist lawyers in preparing basic legal documents, such as simple wills, durable powers of attorney and directives to physicians.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
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(415) 864-8186

AIDS LEGAL REFERRAL PANEL

CALENDAR OF ATTORNEY TRAINING SESSIONS

Saturday, March 14: SOCIAL SECURITY (elective)
10:00 am - 12:00 noon, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

Persons with AIDS and especially AIDS-related complex sometimes encounter problems when they file claims for social security disability and supplemental security income. This session will discuss the social security administration's disability grid system as well as the procedure for obtaining attorneys' fees on social security claims. Training materials also include instructions on preparing for social security disability hearings.

Saturday, March 14: AIDS PANEL QUARTERLY MEETING
1:00 - 2:00pm, ALRP Office, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

A free-form discussion among Panel attorneys on problems they may have encountered, either with a particular client or with the general administration of the Panel. Also provided will be a national overview and current directions of AIDS law.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

CALENDAR OF ATTORNEY TRAINING SESSIONS

Saturday, April 4: EMPLOYMENT (elective)
10:00 am - 12:00 noon, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

While some employers inform their employees they are being fired because of AIDS, the vast majority of cases involve more subtle refusals to grant reasonable medical leaves, work restructuring or other accommodation.

A panel of three attorneys will discuss common workplace difficulties commonly experienced by persons with AIDS and ARC or those perceived to have AIDS. Applicable laws, such as local AIDS antidiscrimination ordinances, California's FEHA, and the federal Rehabilitation Act of 1973, will be explored.

Saturday, May 2: INSURANCE (elective)
10:00 am - 12:00 noon, Legal Aid Society
1663 Mission Street, Suite 400
Contact: Clint Hockenberry, ALRP, 864-8186

Members of high risk groups routinely face difficulty in their attempts to obtain health, long-term disability and life insurance. Other individuals, recently diagnosed with AIDS, sometimes find their claims denied and premiums returned because of an alleged preexisting condition or supposed misrepresentation in the initial application.

A panel of three attorneys will explore current practices of insurance companies to screen applicants, consumer protections afforded applicants and claimants under state law, and a review of the newly enacted federal COBRA law. Certain applications of bad faith law as they relate to AIDS will also be discussed.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

REGISTRATION

ATTORNEY TRAINING SESSIONS

YES, I WILL ATTEND (please check):

- ____ Thursday, January 29: LANDLORD/TENANT CLINIC
6:00 - 9:00 pm, 200 McAllister, Room 211
(Please CALL JANET SELDON at 392-3960)
- ____ Saturday, February 28: AIDS PANEL INTRODUCTION
10:00 am - 12:30 pm, 220 Bush, 21st Fl.
(required of all new attorneys)
- ____ Saturday, March 14: SOCIAL SECURITY
10:00 am - 12:00 noon, 1663 Mission #400
- ____ Saturday, March 14: PANEL QUARTERLY MEETING
1:00 - 2:00 pm, 1663 Mission Suite 400
- ____ Saturday, April 4: EMPLOYMENT
10:00 am - 12:00 noon, 1663 Mission #400
- ____ Saturday, May 2: INSURANCE
10:00 am - 12:00 noon, 1663 Mission #400

All BASF and BALIF AIDS Panel attorneys are encouraged to attend any or all of these free training sessions. Videotapes of these sessions are also available by contacting either Janet Seldon at the Bar Association of San Francisco (392-3960) or Clint Hockenberry at ALRP (864-8186).

name

address

telephone number(s)

Please return this registration form to the AIDS Legal Referral Panel office.

December 9, 1986

To: Members of the BALIF/AIDS
Panel Management Committee

Dear Member:

Please be reminded that the next Management Committee meeting will be held on December 17, 1986 at 6:30 p.m. at Gary Wood's office, 350 California Street, 22nd Floor, San Francisco. If you are unable to attend, please call either me at 362-2375 or Gary at 982-9111.

The agenda for the December meeting will be the following:

- 1) procedures for personnel review of Clint
- 2) budget proposal for 1987
- 3) complaint procedures
- 4) 1987 Management Committee members — *another woman*
- 5) \$200 payment for ~~February~~ ^{January 22} 1987 party
- 6) \$120 to Shanti for training →

The last two meetings were not officially held due to the lack of a quorum; hence, all members are urged especially to attend.

Sincerely,

Barry

Barry A. Graynor

BAG:its

*Ask Karen
re: bar reporting
Barry - Home 781-4666
Jan 22 71 Damm St.
Address to Frederick
for Jan 22*

AIDS Legal
Referral Panel1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

PROPOSED BUDGET 1987

Salary & Benefits	#37,000.00 \$34,000.00
Rent & Telephone	4,800.00 4,200.00
Postage	1,800.00
Long Distance Telephone	1,200.00
Photocopying	2,000.00
Stationery & Supplies	800.00
Petty Cash	600.00
Malpractice Insurance	4,000.00
Publicity	300.00
<i>Miscellaneous</i>	
TOTAL	51,900.00 52,500.00

As we have raised more money than the \$50,000 we originally budgeted for 1987, we should consider alternatives for increasing our budget. Suggested alternatives are listed on the next page.

Increase

	6,668.00
#	58,500.00
\$	1,500.00
	60,000.00

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

PROPOSED BUDGET, OCT. - DEC., 1986

Total Available: \$6000.00	
Salary and Benefits (\$1536.00 per month)	\$4608.00
Rent	1050.00
Paper & Supplies	125.00
Postage	200.00
Photocopying	100.00
Malpractice Insurance	?
Petty Cash	75.00
<hr/>	
TOTAL	6158.00

The above budget is based on the assumption that the Panel has enough money for 1986 beyond that budgeted above to cover unemployment insurance, SDI, and penalties past due. The above budget does include enough money to cover future sums owed on UI and SDI for the remainder of the year.

Further, the above budget does not include enough to cover any malpractice insurance premium assessed during 1986.

**AIDS Legal
Referral Panel**

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ALTERNATIVE OVER-BUDGET PROPOSALS

Although Clint will become a full-time employee in 1987, it is doubtful that he could take on any greater responsibility than he has now. Therefore, each of the two following proposals are premised on the hiring of a second (1/2 time) employee. Estimated cost:

Salary & Benefits	\$15,000.00
Additional rent	4,200.00
	<hr/>
TOTAL	19,200.00

Because this employee would be purely clerical, we should explore funding alternatives which might include an inkind grant from a lawfirm for use of clerical staff at no charge to the panel.

NATIONAL ALTERNATIVE:

Will pamphlet publication*	3,000.00
Durable Power of Attorney pamphlet*	3,000.00
Training videotapes	5,000.00
	<hr/>
	11,000.00

This alternative should be supplemented by the publication of a training manual, but a cost estimate for same is not available.

LOCAL ALTERNATIVE:

Will pamphlet*	3,000.00
DPA pamphlet*	3,000.00
Computer & printer	8,000.00
Supplies	1,000.00
Computer training	2,000.00
	<hr/>
TOTAL	17,000.00

*Items marked appear in both alternatives.

AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

MAY 1987 CASE STATISTICS

TOTAL CASES (MAY 1987)	97
TOTAL CASES (PREVIOUS MONTH)	110

ATTORNEY/LEGAL REFERRAL	72
LEGAL SERVICES ORGANIZATION REFERRAL	0
NONLAWYER REFERRAL	3
DIRECT OFFICE SERVICE (without referral)	21

WILLS, DPAs	43	44.3%
PROBATE	2	2.1%
EMPLOYMENT DISCRIMINATION	3	3.1%
HOUSING (LL/T, REAL ESTATE)	10	10.3%
CREDIT, COLLECTION, BANKRUPTCY	4	4.1%
BENEFITS (SSI, SDI)	4	4.1%
INSURANCE	10	10.3%
OTHER:	21	21.6%

[criminal (5); family (1);
med malpractice (4);
conservatorship (1);
immigration (1); tort (2);
military (1); prison (1);
public accommodation (2);
patent (1); trust (1);
workers' compensation (1)]

TOTAL CASES FOR WHICH DEMOGRAPHIC DATA

AVAILABLE *	85	100.0%
ANNUAL INCOME UNDER \$7000	57	67.1%
ANNUAL INCOME UNDER \$12,000	7	8.2%
ANNUAL INCOME UNDER \$20,000	2	2.4%
ANNUAL INCOME UNDER \$30,000	9	10.6%
ANNUAL INCOME OVER \$30,000	10	11.8%
CAUCASIAN	67	78.8%
ASIAN	2	2.4%
BLACK	7	8.2%
HISPANIC	8	9.4%
NATIVE AMERICAN	0	0 %
OTHER RACE [HAWAIIAN]	1	1.2%

*excludes data on cases for repeat client on
different legal matter (10); person with AIDS
deceased (1); other (1)

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

May 19, 1987

David I. Schulman, Esq.
Deputy City Attorney
1600 City Hall East
Los Angeles, CA 90012

Dear Mr. Schulman:

The AIDS Legal Referral Panel of the Bay Area acknowledges the great need for education about AIDS for persons in risk groups. Education is the only hope of controlling this terrible disease. We therefore support efforts to bring AIDS education before the public. Your program, which targets persons apparently engaged in risk behavior, is one way to further educate about AIDS.

What reservations we have, have more to do with the administration of the program than the program itself. Using as a model the D.U.I. program is an excellent idea. However, alcohol behaviors, even when extreme, are treated with some level of acceptance by our society. AIDS is the modern plague and its victims are treated with stigma and discrimination. Care must be taken to insure that mandatory AIDS education does not become a way to gather a list of "at risk" individuals. Care must be taken that commission of behaviors counseled against in the AIDS education program does not become a probation violation in itself, or some sort of enhancement to existing schemes. Confidentiality is essential.

With these reservations, we support the concept of this AIDS education program.

Very truly yours,

Gary James Wood
Co-Chair

Alice Phillipson
Co-Chair

GJW:dp

DRAFT

David I. Schulman, Esq.
Deputy City Attorney
1600 City Hall East
Los Angeles CA 90012

Gary - how's this -
I ran out of
BALIF/AIDS
letterhead - - -
a

Dear Mr. Schulman:

The AIDS Legal Referral Panel of the Bay Area acknowledges the great need for education about AIDS for persons in risk groups. Education is the only hope of controlling this terrible disease. We therefore support efforts to bring AIDS education before the public. Your program, which targets persons apparently engaged in risk behavior, is one way to further educate about AIDS.

What reservations we have, have more to do with the administration of the program than the program itself. Using as a model the D.U.I. program is an excellent idea. However, alcohol behaviors, even when extreme, are treated with some level of acceptance by our society. AIDS is the modern plague and its victims are treated with stigma and discrimination. Care must be taken to insure that mandatory AIDS education does not become a way to gather a list of "at risk" individuals. Care must be taken that commission of behaviors counseled against in the AIDS education program does not become a probation violation in itself, or some sort of enhancement to existing schemes. Confidentiality is essential.

With these reservations we support the concept of this AIDS education program.

Very truly yours;

Alice Philipson

Gary James Wood

co-chair

co-chair

if its ok
just sign my name

Our we owed any \$
from ~~work~~ Camp?
will see ya soon.

But
Mark

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing

and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner ☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on , 19 , at California.

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

Type or Print Name

Signature

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENT

(other than summons and complaint)

Received copy of document described as

on 19 .

Type or Print Name

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is: 1605 Hope Street, Suite 350, South Pasadena, California 91030

On June 16, 1987, I served the foregoing document described as Petition for Dismissal for Lack of Prosecution.

on June 16, 1987

in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Workers' Compensation Appeals Board
6150 Van Nuys Boulevard, Room 105
Van Nuys, CA 91401-3373

Mark Esposito AKA Mark Williams
715 Buena Vista West
San Francisco, CA 94117

Jonathan Daniel (Pacific Bell)

☒ (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at S. Pasadena, California.

Executed on June 16, 1987, at South Pasadena, California.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

Executed on , 19 , at , California.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Ielene Page

Type or Print Name

Signature

LAW OFFICES OF
WILLS & RIFKIN
A PROFESSIONAL CORPORATION

1605 HOPE STREET, SUITE 350
SOUTH PASADENA, CALIFORNIA 91030

DONALD A. WILLS
HOWARD L. RIFKIN
CAROL A. MURDOCK

TELEPHONE
(818) 799-9156
(213) 682-1400

May 18, 1987

Mark Esposito (aka Mark Williams)
715 Buena Vista West
San Fransisco, CA 94117

RE: CHRISTOPHER LOIZZI vs. PACIFIC BELL
WCAB CASE NO. 84 VN 130371

Dear Mr. Esposito/Williams:

Please be advised that the defendant, Pacific Bell, in the above-captioned case, intends to Petition to Dismiss this claim, on the grounds that no activity has taken place in the past year.

Pursuant to our records, the applicant, Mr. Loizzi, died on April 24, 1986 and there has been no claim made for death benefits within the one year statute of limitations.

If you object to the filing of the petition, please respond in writing, to this office, within 30 days of receipt of this letter.

If you have any further questions or comments, please do not hesitate to contact the undersigned.

Sincerely,

WILLS & RIFKIN
BY:


CAROL A. MURDOCK

CAM:sls

cc: Pacific Bell
Jonathan L. Daniel, Esq.

1 Carol A. Murdock, Esquire
2 WILLS & RIFKIN
3 A Professional Corporation
4 2047 Huntington Drive
5 South Pasadena, CA 91030
6 (818) 799-9156

7 Attorney for Defendants

8 WORKERS' COMPENSATION APPEALS BOARD

9 STATE OF CALIFORNIA

10 Christopher Loizzi,)	WCAB CASE NO: 84 VN 130 371
)	
11 Applicant,)	
)	
12 vs.)	PETITION FOR DISMISSAL
)	FOR LACK OF PROSECUTION
13 PACIFIC BELL)	
14 Permissably Self-Insured)	
)	
15 Defendant.)	
)	
)	

16
17
18 COMES NOW, the defendant, PACIFIC BELL, requesting that the Work-
19 ers' Compensation Appeals Board issue a dismissal on the follow-
20 ing grounds:

21 I

22 By Application, filed on or about, February 8, 1984, CHRISTO-
23 PHER LOIZZI, alleged the occurrence of an industrial injury on
24 September 22, 1983, to his head and nose.

25 II

26 By Answer, dated March 26, 1984, defendant, PACIFIC BELL,
27 admitted contusions and a broken nose only.

28 III

1 On April 24, 1986, the applicant committed suicide. Attached
2 hereto is a certified copy of the death certificate.

3 IV

4 On November 24, 1986, the executor of applicant's estate filed
5 a Substitution of Attorney appointing Mark Esposito AKA Mark Will-
6 iams as the attorney in place of Neil A. Scotti. No activity has
7 taken place on applicant's claim since April 24, 1986, the date of
8 decedent's death. As well, no claim for death benefits has been
9 filed or presented within the statutory period.

10 V

11 On May 18, 1987, Mark Esposito AKA Mark Williams was notified
12 of defendant's intention to Petition to dismiss his claim. Appli-
13 cant's representative has failed to respond in writing to object
14 to said dismissal. Attached hereto as Exhibit A is a copy of the
15 letter sent to applicant's representative.

16 IV

17 The defendants have paid and/or negotiated all medical-legal
18 liens.

19 WHEREFORE, the defendant, PACIFIC BELL, respectfully requests
20 that the above-captioned matter be dismissed predicated on the
21 applicant's failure to prosecute his claim.

22 //

23 DATED: June 16, 1987

24 Respectfully submitted
25 WILLS & RIFKIN
26 By:

27 *Carol A. Murdock*

28 CAROL A. MURDOCK

AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

AIDS LEGAL REFERRAL PANEL

NOVEMBER 1986 CASE STATISTICS

TOTAL CASES (NOVEMBER 1986*)	66
TOTAL CASES (PREVIOUS MONTH)	103
ATTORNEY/LEGAL REFERRAL	51
LEGAL SERVICES ORGANIZATION REFERRAL	3
NONLAWYER REFERRAL	1
DIRECT OFFICE SERVICE (without referral)	11

WILLS, DPAS	27	40.9%
PROBATE	6	9.1%
EMPLOYMENT DISCRIMINATION	4	6.1%
HOUSING (LL/T, REAL ESTATE)	7	10.6%
CREDIT, COLLECTION, BANKRUPTCY	2	3.0%
BENEFITS (SSI, SDI)	1	1.5%
INSURANCE	7	10.6%
OTHER:	12	18.2%
[tort (3); criminal (3); conservatorship (1); privacy (1); tax (1); med malpractice (2); mental health (1)]		

TOTAL CASES FOR WHICH DEMOGRAPHIC DATA AVAILABLE**	51	100 %
ANNUAL INCOME UNDER \$7000	36	70.6%
ANNUAL INCOME UNDER \$12,000	3	5.9%
ANNUAL INCOME UNDER \$20,000	4	7.8%
ANNUAL INCOME UNDER \$30,000	6	11.8%
ANNUAL INCOME OVER \$30,000	2	3.9%

CAUCASIAN	44	86.3%
ASIAN	3	5.9%
BLACK	1	2.0%
HISPANIC	3	5.9%
NATIVE AMERICAN	0	-0 -
OTHER	0	-0 -

*reduced caseload reflects in part the office's
closure over the Thanksgiving-week holiday

*excludes data on cases for repeat client on
different legal matter (3); person with AIDS
deceased (5); other (7)

November 3, 1986

To: Members of the BALIF/AIDS
Panel Management Committee

Dear Member:

Please be reminded that the next Management Committee meeting will be held on November 12, 1986 at 6:30 p.m. at Gary Wood's office, 350 California Street, 22nd Floor, San Francisco. If you are unable to attend, please call either me at 362-2375 or Gary at 982-9211. The last meeting was not officially held due to the lack of a quorum; hence, all members are urged especially to attend.

Sincerely,

A handwritten signature in cursive script, reading "Barry Graynor".

Barry A. Graynor

BAG:its

Dan Chesir
769-14th Street
San Francisco, California 94114
645-3112(W) 441-8116(H)

Barry Graynor
360 Guerrero Street #202
San Francisco, California 94103
362-2375(W) 864-1780(H) ✓

Frederick Hertz
7045 Chabot Road
Oakland, California 94618
957-1031(W) 428-2252(H) ✓

Clint Hockenberry
Administrator
AIDS Legal Referral Panel
1663 Mission St., Suite 400
San Francisco, California 94103
864-8186 ✓

Karen J. Langsley
1975 Diamond Blvd., Suite C210
Concord, California 94520
827-9955(W) 282-2418(H)

↳ 781-4666 (SF. Ryatt)

~~Virginia Palmer
436-14th Street, Suite 1417
Oakland, California 94612
763-5611(W)~~

Alice Philipson
1712 Vine Street
Berkeley, California 94703 ✓
527-0901(W)

Curtis Ponzi
2801 Turk Street, #305
San Francisco, California 94118
421-2462(W) 668-4361(H)

Kathleen Quenneville
Vice President and Counsel
The Bank of California
400 California Street
San Francisco, California 94104
765-2555

Larry Sheehan
156 Hancock Street #2
San Francisco, California 94114
~~974-8631(W)~~ 864-1699(H)

Gary Wood
350 California Street, Suite 2290
San Francisco, California 94104
982-9211(W)

AIDS LEGAL REFERRAL PANEL

OCTOBER 1986 CASE STATISTICS

TOTAL CASES (OCTOBER 1986)	103	
TOTAL CASES (PREVIOUS MONTH)	103	
ATTORNEY/LEGAL REFERRAL	80	
LEGAL SERVICES ORGANIZATION REFERRAL	3	
NONLAWYER REFERRAL	3	
DIRECT OFFICE SERVICE (without referral)	17	
WILLS, DPAs	46	44.7%
PROBATE	4	3.9%
EMPLOYMENT DISCRIMINATION	12	11.7%
HOUSING (LL/T, REAL ESTATE)	8	7.8%
CREDIT, COLLECTION, BANKRUPTCY	5	4.9%
BENEFITS (SSI, SDI)	6	5.8%
INSURANCE	3	2.9%
OTHER: tort (2); med malpractice (6); corporations (1); criminal (6); contracts (1); personalty (1); family (2)	19	18.4%
TOTAL CASES FOR WHICH DEMOGRAPHIC DATA AVAILABLE*	86	100 %
ANNUAL INCOME UNDER \$7000	56	65.1%
ANNUAL INCOME UNDER \$12,000	12	14.0%
ANNUAL INCOME UNDER \$20,000	6	7.0%
ANNUAL INCOME UNDER \$30,000	8	9.3%
ANNUAL INCOME OVER \$30,000	4	4.7%
CAUCASIAN	78	90.7%
ASIAN	1	1.2%
BLACK	4	4.7%
HISPANIC	3	3.5%
NATIVE AMERICAN	0	- 0 -
OTHER	0	- 0 -

*excludes data on cases for repeat client on different legal matter (4); person with AIDS deceased (7); other (6)

{ Karen \$120 Shanti
Curt
Larry \$250 Balif Pty

Complaint Procedure - Barry

Funding / Budget -

Jan. 22 5 - ppm #250 →

Client review →

SHANTI Contribution - \$120 → training

AIDS LEGAL REFERRAL PANEL

OCTOBER 1986 CASE STATISTICS

TOTAL CASES (OCTOBER 1986)	103	
TOTAL CASES (PREVIOUS MONTH)	103	
ATTORNEY/LEGAL REFERRAL	80	
LEGAL SERVICES ORGANIZATION REFERRAL	3	
NONLAWYER REFERRAL	3	
DIRECT OFFICE SERVICE (without referral)	17	
WILLS, DPAs	46	44.7%
PROBATE	4	3.9%
EMPLOYMENT DISCRIMINATION	12	11.7%
HOUSING (LL/T, REAL ESTATE)	8	7.8%
CREDIT, COLLECTION, BANKRUPTCY	5	4.9%
BENEFITS (SSI, SDI)	6	5.8%
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OTHER: tort (2); med malpractice (6); corporations (1); criminal (6); contracts (1); personalty (1); family (2)	19	18.4%
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ASIAN	1	1.2%
BLACK	4	4.7%
HISPANIC	3	3.5%
NATIVE AMERICAN	0	- 0 -
OTHER	0	- 0 -

*excludes data on cases for repeat client on different legal matter (4); person with AIDS deceased (7); other (6)

MEMORANDUM

TO: Clint, Elizabeth Birch, Gary Wood

RE: BALIF AIDS Panel reception

DATE: October 31, 1986

DROM: Frederick Hertz



Please note the following developments regarding our January reception:

1. The Mayor will issue an Award of Merit to our Panel. She will be out of town and unable to attend the event.
2. The Board of Supervisors will issue a Certificate of Merit to our Panel attorneys. It is being handled by Supervisor Molinari's office, and we expect that Supervisor Molinari will attend and present the award.
3. Our "official co-hosts" will be Supervisors John L. Molinari, Carol Ruth Silver and Harry Britt, and Judge Mary Morgan. I have also asked Judge Donaldson to be a co-host, and am awaiting his response.
4. The event will be on Thursday, January 22, 1987, 5-7 p.m. Please mark your calendars accordingly.
5. We hope to have the event at the Heller Ehrman conference room, and we are awaiting a decision by their management committee in this regard.
6. I have found someone to design our invitations, and am working on the printing and the catering donations. Elizabeth is working on the wine donations.

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

June 18, 1986

Hank Tavera
Director, Social Services
San Francisco AIDS Foundation
333 Valencia Street, 4th Floor
San Francisco, California 94103

Dear Hank:

I enjoyed talking with you this morning, and, as you requested, I am summarizing our discussion in writing. Both of us understand that any specific services agreement between our two organizations must first be approved by our respective governing bodies.

The AIDS Legal Referral Panel requests use of San Francisco AIDS Foundation space to run a "Wills On Wheels" legal clinic. Specifically, the Panel requests use of the Foundation's conference room for a brief orientation, as well as the reception area and two intake rooms in the Social Services department beginning at 6:00 pm every Thursday (alternate date: every Wednesday). Proposed use of the conference room would be from 6:00 to 6:30 pm, and the other areas from 6:00 to 8:00 pm, depending on the caseload. The Panel requests any rent for this space be waived.

The AIDS Legal Referral Panel is the only Bay Area organization offering comprehensive legal services to all persons with AIDS and ARC, relatives of persons with AIDS, and people suspected of having AIDS. Presently it serves as the chief legal referral organization for the San Francisco AIDS Foundation, with thirty-two Panel clients referred by the AIDS Foundation during the month of May 1986. Volunteer Panel attorneys provide an initial consultation, simple will, durable power of attorney for health care and general power of attorney free of charge to every person with AIDS or ARC who contacts the Panel office. The estimated value of this package of free legal services is \$300 per client.

A Wills on Wheels program is designed to make these free legal services available where the clients are--at the San Francisco AIDS Foundation. A person with AIDS would receive during the Tuesday/Wednesday social services orientation a Panel wills brochure and a durable powers of attorney brochure (or their equivalent), and the scheduled time for the legal clinic at the

Foundation. A client would either be able to sign up for the wills/powers of attorney clinic with the Foundation's Social Services department or the AIDS Legal Referral Panel office.

During the legal clinic a trained paralegal would interview the client, obtain a completed questionnaire and assure all questions have been answered, and have the information typed into a computer program. After the will and/or power of attorney is printed, a volunteer lawyer meets with the client to 1) ascertain the client's competence; 2) determine whether the printed document accurately reflects the client's intent; and 3) assure proper execution. Any changes in the document could be made immediately. If the printed document is acceptable, then the case is closed.

Many persons with AIDS continue to die intestate or have their lives painfully prolonged against their will because they have failed to execute the necessary legal documents. Moreover, challenges over mental competence or undue influence usually arise when individuals executing legal documents are in a weakened state physically and mentally. Because the health of persons with AIDS can rapidly change, and because of the increasing incidence of dementia and neurological damage in persons with AIDS, it is critical that the Panel reaches these clients while they are reasonably healthy and alert.

The Wills On Wheels program is designed to provide convenient and free legal services to persons with AIDS. Wills on Wheels is also intended to complement other AIDS programs in order that a comprehensive package of social services may be available to all persons with AIDS.

Use of limited space at the San Francisco AIDS Foundation and closer cooperation with the Foundation's Social Services Department would greatly assist the Panel's delivery of free legal services to persons with AIDS. The Panel would provide a minimum three volunteers each week for the proposed mobile project; carry into the Foundation each week a computer, printer, software and supplies; and, if necessary, provide security during the legal clinic (although we would prefer an AIDS Foundation volunteer host be responsible for security and lock up for the clinic, if possible).

The Panel would regularly make available to the Social Services Department flyers, brochures, questionnaires and other printed legal materials of interest to persons with AIDS. Panel volunteers would also be available to assist the Social Services Department in answering legally related questions from their clients. And the Panel of course would continue to serve as a legal referral for AIDS

Foundation clients outside the regularly scheduled clinic.

Because a mobile Wills on Wheels program is experimental, I suggest we initiate the program for a six week period starting in August. Near the end of the trial both Social Services and the Panel should meet to evaluate the program, iron out any problems that had not been corrected, and determine whether Wills on Wheels should continue.

I hope I have adequately explained the proposed program. If you have any questions regarding this project, please feel free to call me.

Thank you for consideration of this request, and I look forward to talking with you soon.

Sincerely,

Clint Hockenberry
Administrator

AIDS Legal
Referral Panel

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

M E M O R A N D U M

TO: JOAN GRAFF, TANYA NEIMAN, GARY WOOD AND KAREN
LANGSLEY-NORMAN
FR: CLINT HOCKENBERRY
DA: JUNE 16, 1986
RE: PROPOSED JOINT PROGRAM FOR THE DELIVERY OF LEGAL
SERVICES TO PERSONS WITH LIFE-THREATENING
ILLNESS

INTRODUCTION

Several groups in the Bay Area currently offer legal services for individuals with life-threatening illness, among them the Legal Aid Society (cancer), Volunteer Legal Services (alzheimer's), and the AIDS Legal Referral Panel (AIDS and ARC). All these patient groups are arguably qualified handicapped individuals for purposes of federal and state discrimination statutes. All suffer prejudice and stigma because of their health condition. And all require, because their illness may eventually result in death, certain basic and immediate legal services like wills, living trusts, or durable powers of attorney.

Despite similarities among patient groups, legal services to the terminally ill have been fragmented at best and usually nonexistent. The AIDS crisis, for example, has evoked an outpouring of free and low cost legal services for persons with AIDS. AIDS Panel attorneys routinely make hospital and home visits to provide a simple will or durable power of attorney for health care for a weak and dying patient--at no charge. Nevertheless, one of the Panel attorneys may visit a hospital intensive care unit to execute a will for a dying AIDS patient only to find a few feet away a cancer victim dying intestate.

A few years ago I found my medical student lover at home listening to a blaring Madama Butterfly after an all night rotation in the hospital intensive care unit. He described two of his patients from the night before, one a sixty-five year old heavy smoker who had lung cancer, the other a twenty-five year old AIDS patient. He had sat up all night trying to save them, monitoring them in their separate cubicles, the only thing separating the two patients being an eighth inch glass window and forty years. But though he had administered heroic measures, both patients died. As an aspiring physician he condemned himself for empathizing too much with his patients. As a human being he could not help it. Most of all,

however, he condemned himself for not being able to do anything to prevent his patients' deaths.

Medicine still can not prevent the deaths of patients with AIDS or cancer or a host of other diseases. Nevertheless, both health care providers and attorneys can make the living of persons with life-threatening illness better. With a program of high quality, low cost, sensitive and readily available legal services, persons with life-threatening illness no longer would have to face difficult legal decisions without counsel when they are simultaneously coping with their own illness, dying and death.

PROGRAM OUTLINE

Comprehensive legal services to the terminally ill require integration of a number of different components: direct service delivery to clients, public education (including education of health care and legal providers), and advocacy (impact litigation through the courts and lobbying before legislative bodies) that generally expands or refines legal protection for persons with life-threatening illness.

I. Persons Served

- A. Primary Constituency:** terminally ill individuals whose illness is a) irreversible and b) usually results in death.
- B. Secondary Constituencies:**
 - a) individuals who are discriminated against because of their health condition or physical or mental impairment;
 - b) patients in general;
 - c) loved ones of terminally ill patients.

II. Direct Client Services

- A. Wills, Durable Powers of Attorney, Living Trusts, and Directives to Physicians:** pro bono assistance to primary constituency by volunteer lawyers

1. Active Services ("Wills on Wheels")

A Wills on Wheels program is designed to make free legal services available where terminally ill clients are--and not wait for the clients to hear about legal services and later contact the program office. A person with a life-threatening illness receives information regarding the program from a hospital, nursing home or clinic staff person

(i.e., a social worker, chaplain, nurse, physician) and the regularly scheduled time of the visit of the volunteer team of an attorney and paralegals. After review of the brochures and filling out a simple questionnaire, a terminally ill patient could inform the hospital staff of her or his desire to meet with the Wills on Wheels representatives during the visit. A trained paralegal would then interview the patient/client, obtain the completed questionnaires and assure that all questions have been answered, and type the information into a computer program. After the paralegal has printed out the will, power of attorney, et al., the attorney meets with the client to 1) ascertain the client's competence; 2) determine whether the printed document accurately reflects the client's intent; and 3) assure proper attestation. Any changes in the document could be made immediately by the paralegal. If the printed document is acceptable, then the paralegal closes the case.

2. Reactive Services (Referrals)

a) **Nonemergency.** A person with a life threatening illness or her/his representative contacts the office for two (2) attorney referrals. After an intake interview and referrals, the office mails a case report to both attorneys as allowed under the attorney/client privilege. The selected attorney would complete and return a case report to the referral office. A case not closed after two months receives followup phone calls to determine which if either attorney accepted the client and the status of the case.

The attorney in a nonemergency case would be expected to meet with the client at a mutually agreeable time and place--usually the lawyer's office. A referral attorney would also be expected to generate all required legal documents from his or her law office or home without the support of the referring office.

b) **Emergency.** The referral system is the same as "a)" above only the attorney would be expected to make a home or hospital visit if the medical condition of the client warranted. An attorney handling an emergency case would also be able to request support assistance from the referring office if she or he is unable to generate the necessary documents at home or at work.

- B. Cases Where the Terminally Ill Client is Discriminated Against on the Basis of Health or Medical Condition: free or reduced fee services to the primary constituency on employment, insurance, state benefits, housing, patients' rights, and other matters; also clients would include persons discriminated against on the suspicion of their health condition.

Reactive or Referral Services only. How referrals are made depends on the program structure (see below).

III. Education

- A. Public Education. Through public speaking, media contact, and publications become a voice for persons with life threatening illness and for patients' rights in general; establish policy positions on "forefront" issues of importance to the terminally ill, such as:
- home health care and other nonhospital health care alternatives
 - nondiscrimination
 - death and dying issues: hospice movement; Karen Ann Quinlan situations; euthanasia; dying at home; burial/cremation arrangements; funeral home regulation; durable powers of attorney for health care + body disposition; Hemlock Society or suicide option; death with dignity; Baby Jane Doe cases...
 - government assistance programs (SSI, SDI...)
 - insurance
 - patients' rights
 - medicolegal issues (e.g., heroic measures)
 - etcetera
- B. Education of Health Care Providers on the medicolegal issues of treating patients with life threatening illness, from legal implications of "when to pull the plug" to patient confidentiality to experimental drug protocols.

- C. Education of the Legal Community generally on medicolegal issues from a patient advocate perspective.

Training of Program Attorneys specifically on drafting wills, powers of attorney, etc., legal developments in areas of concern to terminally ill clients, as well as sensitivity training on working with terminally ill clients.

IV. Advocacy

- A. Impact Litigation: expand or refine rights and legal protections of the terminally ill and patients generally through precedent setting cases, by the Program's serving as counsel, chief plaintiff or amicus.
- B. Legislation: provide legal assistance in drafting and/or critiquing local, state or federal legislation; if a more aggressive lobbying function is desired, then direct lobbying of legislators on specific bills, membership (?) mobilization, and the like.

V. Structure

A troika of organizations currently provide legal services to persons with life threatening illnesses with various degrees of effectiveness. The San Francisco Bar Association's Volunteer Legal Services Program has access to thousands of attorneys who might want to volunteer in this kind of program. Moreover, it has a well developed referral system, malpractice coverage for all participating lawyers at no charge to counsel, and a demonstrated interest in legal services for the terminally ill (see Appendix A).

On the other hand, VLSP does not have an on-going legal services program for persons with life-threatening illness. The Legal Aid Society/Employment Law Center, in contrast, holds a preeminent position in the area of handicap discrimination cases. In addition, the Legal Aid Society has an existing working relationship with the California Chapter of the American Cancer Society and represents cancer patients in discrimination suits. Importantly, the Legal Aid Society also has malpractice coverage identical to that of VLSP. Nevertheless, the Legal Aid Society currently does not provide direct client services other than precedent setting cases, referrals to direct providers, and the agreement with the American Cancer Society.

Finally, the AIDS Legal Referral Panel through its scant thirty usable attorneys is handling nearly a thousand cases a year. Like VLSP it has developed a training module for new attorneys, and should soon have an operational computerized client and attorney casetracking system. Of the three, the AIDS Panel has the most hands-on experience in working with terminally ill clients. But Panel lawyers must carry their own malpractice insurance, thus paralyzing the organization's growth. Moreover, its experience is only in the delivery of legal services to persons with AIDS, not other terminal illnesses; its operations are on a shoestring budget; and because it is a relatively new and primarily gay and lesbian program, it has neither the reputation nor well lubricated decision-making process of the two older, more established organizations.

In short, each of the three groups has pluses and minuses in pursuing a legal services program for the terminally ill--even if each organization had the political will or desire to launch such a project on its own. For these reasons I recommend all three groups explore a joint venture.

The problems associated in joint ventures are self-evident--and the politics horrendous. In an attempt to avoid some of these pitfalls, I suggest the following guidelines for a session of exploratory talks:

- each group (LAS, VLSP and ALRP) has an equal voice in creation of any new program;
- we try to reach decisions through consensus;
- in the event the three groups disagree on the structure or other aspects of the proposed program, any group or combination of groups could go it alone;
- the goal of discussions is to design a jointly sponsored project;
- any final agreements are subject to approval of each group's governing body.

My personal thoughts on this proposed project are that:

- the coordinating office would be headquartered at the Employment Law Center;

- though attorneys would be solicited from all three groups, group malpractice coverage would come through the Legal Aid Society; ALRP attorneys, for example, would be offered a choice of participating in this program and provide legal services to all persons with life threatening illness or serve AIDS clients alone through ALRP; under this program they receive malpractice coverage;
- program staff director would be accountable to a management committee of three people (a representative from LAS, VLSP, and ALRP) and would be directly responsible for daily office operations, implementation of program and policy, and public relations;
- management committee would be responsible for policy development; program and office oversight; and reporting to respective organizational governing bodies;
- program staff would be responsible for initial fundraising drafts to LAS and coordinated through the management committee;
- each organization has special advisory functions:
 - LAS: discrimination cases, cancer, impact litigation
 - VLSP: attorney training, recruitment, referral
 - ALRP: AIDS, legislation
- all three group representatives have to agree on a fee/service protocol, and any policy or educational position paper; and
- each group's representative must be able to speak for her/his respective organization in order that the management committee can reach final decisions in one meeting.

The above ideas are only an initial stream-of-consciousness-- in short, very stream, very fluid. They are intended solely as a starting point for dialogue. I recognize there are turf issues here, and I am equally aware that many of my personal thoughts could get me into hot water with powers that be. But what the heck.

Can we talk?

**AIDS Legal
Referral Panel**

1663 Mission Street
Suite 400
San Francisco, CA 94103
(415) 864-8186

July 10, 1986

Dear Volunteer Attorney:

The Management Committee of the BALIF/NEFIR AIDS Legal Referral Panel is pleased to announce an arrangement with the Volunteer Legal Services Program of the Bar Association of San Francisco that enables us to extend insurance coverage for all AIDS Panel cases to attorneys who do not have their own private malpractice. The AIDS Panel will simultaneously expand its volunteer pool by training and using interested BASF attorneys in the delivery of legal services to persons with AIDS. Both of these developments should help lighten the caseload handled by Panel volunteer attorneys.

As an attorney who indicated a need for malpractice coverage, please review the enclosed materials, including the Panel's Fee Protocol, and if interested return a signed BASF form. After BASF receives the grey-colored form, I will begin referring AIDS cases to you on a rotating basis.

Each client receives referrals to the next two attorneys on the list. If you are unable to accept the case, please ask the client to call the other attorney. If neither referral is able to provide assistance, the client should again call the Panel office.

I have in place a computerized casetracking system and am presently revising an attorney record system. Once both systems are fully operational, you will begin to receive a case report with an accompanying questionnaire for every client referred to you. In the interim, however, whenever you accept a Panel case, please return a completed pink case acceptance form directly to me.

Thank you for your continued interest and participation in the BALIF/NEFIR AIDS Legal Referral Panel. I hope the availability of malpractice insurance will help us provide more efficiently those high quality legal services for which the Panel is known.

Yours,

Clint

Clint Hockenberry
Administrator

Enc.



BAR ASSOCIATION OF SAN FRANCISCO

June 30, 1986

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(January-June 1986)**

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Dear Colleague:

Thank you for your willingness to represent clients with AIDS-related legal problems through the Volunteer Legal Services Program AIDS Assistance Panel. The VLSP panel was developed to help expand the services provided by the AIDS Panel of the Bay Area Lawyers for Individual Freedom (BALIF) and is operated in conjunction with BALIF.

The BALIF AIDS Panel has a Staff Administrator, Clint Hockenberry, who personally talks to and screens all clients and coordinates service provision to those in need. To avoid the necessity of clients or Clint having to make multiple phone calls to obtain an attorney, clients will be given attorney names and phone numbers and you will be contacted directly by them.

Cases will be assigned on a rotating basis to ensure that the growing AIDS caseload is shared equally among all volunteers. When contacted by a client, PLEASE IMMEDIATELY RETURN THE ENCLOSED CASE ACCEPTANCE FORM. This will enable us to keep track of the caseload and ensure that all clients who call actually obtained the necessary assistance. If you are not able to take on the case, please have the client immediately contact Clint Hockenberry at 864-8186 so that another attorney can be selected.

The protocol governing case acceptance is enclosed. VLSP AIDS Assistance Panel members will be individually covered by the VLSP mal-practice insurance policy up to \$3,000,000 per case. The policy provides PRIMARY coverage for both the attorney AND HIS OR HER EMPLOYER, including corporations.

AIDS Assistance Panel
June 30, 1986
Page Two

All volunteers must have completed the BALIF training on handling AIDS cases. If you have not done so, please contact Clint Hockenberry at 864-8186 to sign up for the next training.

Also, if you have not already done so, please sign and return the enclosed "VLSP Sign-Up Card" indicating your interest in the AIDS Panel and any other VLSP activity which may interest you.

Please do not hesitate to contact me if you have any questions or suggestions regarding this important project. Thank you again for your valuable assistance.

Sincerely,



Tanya Neiman
Director
Volunteer Legal Services
Program

TN:mk

Enclosures

VOLUNTEER LEGAL SERVICES PROGRAM
AIDS ASSISTANCE PANEL

CASE ACCEPTANCE FORM

CLIENT NAME: _____

CLIENT ADDRESS: _____

CLIENT TELEPHONE: () _____

MESSAGE TELEPHONE: () _____

ANTICIPATED LEGAL WORK REQUIRED:

DATE CASE ACCEPTED: _____

ANTICIPATED CLOSURE DATE: _____

ATTORNEY ACCEPTING CASE:

ATTORNEY NAME: _____

ATTORNEY ADDRESS: _____

ATTORNEY TELEPHONE: () _____

COMMENTS? BACKUP EXPERTISE OR MATERIALS REQUESTED?

STAMP

Clint Hockenberry
Staff Administrator
AIDS Legal Referral Panel
of Bay Area Lawyers for
Individual Freedom /NEFIR
1663 Mission Street, Suite 400
San Francisco, CA 94103

AIDS LEGAL PANEL REFERRAL AND FEE PROTOCOL

The following is a guideline which states for AIDS Panel lawyers the policy of the Panel regarding the acceptance of cases, what fees can be charged and when, how fees are to be collected, and where fees shall go.

I. Initial Consultation. An AIDS Panel attorney shall provide an initial hour of free legal consultation and advice on an AIDS-related legal issue.

II. Wills, Durable Powers of Attorney (including Durable Power of Attorney for Health Care), Directives to Physicians. An AIDS Panel attorney shall provide the following services for free to persons with AIDS and ARC, irrespective of the client's ability to pay: simple wills, durable powers of attorney (including durable power of attorney for health care), and directives to physicians. In this regard, simple wills are defined as those wills which contain no trust language but which, standing alone, accomplish all the estate planning purposes needed by the client. For example, if the attorney needs to draft a trust will or other document outside the will (inter vivos trust, deed, etc.) to accomplish the appropriate estate planning purposes or if the will contains a multiplicity of bequests (over 15), the client is no longer a "simple will" client.

If a client is not a "simple will" client as above-described, the referral attorney may bill the client for those services which are beyond simple will services. For example, the attorney may not charge for drafting the simple will, but may charge for drafting, executing and recording a deed. In this regard, an attorney is encouraged to take into consideration the particular economic needs of the client so no one is denied services due to an inability to pay.

III. Employment Termination Matters, Insurance Matters, Real Estate Matters. At the end of the initial hour consultation and the attorney and client decide the matter should be pursued, the attorney may charge regular fees provided that she or he takes into consideration the particular economic needs of the client so no one is denied services due to an inability to pay.

IV. Probate. A referred attorney is entitled to receive statutory probate fees. Probates are generally not considered Panel cases unless referred directly by the Panel Administrator. In general, even if the will were drafted by a Panel attorney, probating that will is not considered a Panel case.

V. Social Security Disability, SSI Disability. Fees for Social Security disability cases can be obtained through the Social Security Administration at the conclusion of the disability hearing. In obtaining fees for SSI disability hearings, an attorney is encouraged to take into consideration the particular economic needs of the client so no one is denied services due to an inability to pay.

VI. Client Contributions to the Panel, Fee Tithing. It is the policy of the AIDS Legal Panel that a client contribute to the operation of the Panel. That contribution shall take into account the client's financial position, the value of rendered services, and proceeds of recovery. An attorney is responsible for informing the client of this Panel policy and shall make every attempt to encourage the client to make a contribution when appropriate.

A Panel attorney is required to contribute ten percent [10%] of fees earned through Panel referrals to the National Educational Foundation for Individual Rights (NEFIR) to fund the purposes and goals of the AIDS Panel. A Panel attorney is strongly encouraged to contribute ten percent [10%] of fees generated from AIDS-related cases not referred directly by the Panel, for example, probates arising out of wills drafted for the Panel or subsequent AIDS-related legal matters from a client originally referred by the AIDS Panel.

Contributions and tithing should be addressed to the National Educational Foundation for Individual Rights, c/o Ms. Donna Hitchens, 390 Hayes Street, San Francisco, California 94102. Please make a note on the lower left hand corner of the check that the contribution or tithing is made for the benefit of the the AIDS Legal Referral Panel. Please note this contribution is tax deductible, since NEFIR is a 501 (c) 3 organization.

Rule 6-101 of the State Bar Rules of Professional Conduct provides that:

- (A) (1) Attorney competence means the application of sufficient learning, skill, and diligence necessary to discharge the member's duties arising from the employment or representation.
- (2) A member of the State Bar shall not intentionally or with reckless disregard or repeatedly fail to perform legal services competently.
- (B) Unless the member associates or, where appropriate, professionally consults another lawyer who the member reasonably believes is competent, a member of the State Bar shall not:
 - (1) Accept employment or continue representation in a legal matter when the member knows that the member does not have, or will not acquire before performance is required, sufficient time, resources and ability to, perform the matter with competence, or
 - (2) Repeatedly accept employment or continue representation in legal matters when the member reasonably should know that the member does not have, or will not acquire before performance is required, sufficient time, resources and ability to perform the matters with competence.
- (C) As used in this rule, the term "ability" means a quality or state of having sufficient learning and skill and being mentally, emotionally and physically able, to perform legal services.

Please
Stamp
Here



BAR ASSOCIATION OF SAN FRANCISCO
VOLUNTEER LEGAL SERVICES PROGRAM
220 Bush Street – 21st Floor
San Francisco, California 94104

Attn: Tanya Neiman/VLSP Application



BAR ASSOCIATION OF SAN FRANCISCO

BASF's Volunteer Legal Services Program (VLSP) promotes and coordinates the delivery of pro bono legal services by Bay Area attorneys. All attorneys may participate, including those in "in-house" corporate and government practices. Paralegals, law students and secretaries are needed for some programs. Malpractice insurance is provided and training and supervision are available. For more information, please contact Tanya Neiman, VLSP Director, or Jody Joseph, VLSP Assistant Director, at the Bar Association of San Francisco, 220 Bush Street, 21st Floor, San Francisco, CA 94104, (415) 392-3960.

VOLUNTEER LEGAL SERVICES PROGRAM APPLICATION

Name: _____ Telephone: _____

Office: _____
(FIRM, AGENCY OR CORPORATION)

Address: _____

_____ Zip Code: _____

Date admitted to bar: _____
(INDICATE "PARALEGAL" ETC. IF NOT AN ATTORNEY)

Foreign Language Ability: _____

TRAINING CLINICS

(Designed to train and assist attorneys in representing clients in areas of greatest need)

☐ FAMILY LAW TRAINING CLINIC

Clinics are held in the evenings once or twice a month. Volunteer attorneys receive instruction from expert family law attorneys, a practice manual and forms. In exchange, volunteer attorneys take and complete one or two family law cases. Volunteers meet and interview their first, prescreened client the evening of the clinic, after the experts discuss how to handle the client's case. The experts remain available for advice during the client interview and afterward, for the duration of the case.

☐ LANDLORD/TENANT TRAINING CLINIC

Same format as Family Law Training Clinic. Cases are principally eviction defense and other landlord tenant disputes.

☐ UNCONTESTED DIVORCE TRAINING PROGRAM (For Paralegal-Attorney Teams)

Paralegals and attorneys are trained to process default divorces at programs held several times a year. Participants receive a detailed handbook with step-by-step instructions. After training, teams receive client referrals directly from VLSP. The system is designed for minimum attorney involvement, and participants need not have prior family law experience.

☐ TEMPORARY RESTRAINING ORDER (TRO) TRAINING (For Paralegals, Law Students, and Legal Secretaries)

Paralegals and other interested volunteers are trained to assist battered women obtain TROs against their abusers. After training, volunteers staff a bi-monthly TRO clinic which is supervised by attorney volunteers who are experts in the field.

OTHER PRO BONO ACTIVITIES

☐ LEGAL ADVICE AND REFERRAL CLINIC

Experienced general practitioners are encouraged to volunteer for this "advice-only" clinic, held the second Saturday of every month at the Civic Center branch of the public library from 10 a.m. to 1 p.m. Attorneys see clients on a "walk-in" basis and assist them briefly by assessing their legal problem and referring them to appropriate agencies and/or BASF Lawyer Referral Service for additional representation. **Please indicate areas in which you can give advice:**

<input type="checkbox"/> Family Law	<input type="checkbox"/> Consumer Laws	<input type="checkbox"/> Criminal Law	<input type="checkbox"/> Employment Law
<input type="checkbox"/> Wills/Probate	<input type="checkbox"/> Immigration	<input type="checkbox"/> Bankruptcy	<input type="checkbox"/> Welfare Rights
<input type="checkbox"/> Landlord/Tenant	<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Business	<input type="checkbox"/> Social Security
<input type="checkbox"/> Tax	<input type="checkbox"/> General Civil	<input type="checkbox"/> Real Estate	

☐ "NO-FEE" PANELS

VLSP's legal staff screens clients for financial eligibility and reliability. Clients with bonafide legal problems are then referred to panel attorneys on a rotating basis. Attorneys may accept or reject cases as their schedule dictates. Volunteer attorneys are needed in every area of law. Expert assistance is available to all volunteers. **Check your areas of interest below.**

AREAS OF GREATEST NEED

☐ FAMILY LAW
☐ Dissolutions (Divorces)-Contested
☐ Dissolutions (Divorces)-Uncontested
☐ Custody/Visitation Disputes
☐ Child Support Disputes
☐ Spousal Support Disputes
☐ Adoptions
☐ Guardianships
☐ Family Law Training Clinic
☐ Uncontested Divorce Training Clinic
☐ TRO Training

☐ LANDLORD/TENANT LAW
☐ Unlawful Detainer Defense
☐ Security Deposit Disputes
☐ Habitability Complaints
☐ Advice to Pro Per Defendants in Small Claims Court U.D.s.
☐ Rent Board Proceedings
☐ Landlord Tenant Training Clinic

☐ IMMIGRATION LAW

☐ SOCIAL SECURITY
☐ SSI
☐ SSD

☐ COLLECTION DEFENSE

☐ TORT DEFENSE
☐ Automobile Accidents
☐ Personal Injury
☐ Property Damage

☐ BANKRUPTCY
(Consultations Only)

OTHER AREAS OF LAW

☐ BUSINESS LAW
☐ Non-profit Corporations
☐ Business Disputes
☐ CRIMINAL LAW
(Consultations Only)
☐ ADMINISTRATIVE LAW
☐ Medicare/Medical
☐ Unemployment Compensation
☐ Veteran's Benefits
☐ Welfare Rights
☐ LABOR RELATIONS
☐ Employer/Employee Disputes
☐ Union Disputes
☐ Civil Service
☐ Employment Discrimination
☐ MILITARY LAW
☐ PATENTS, COPYRIGHTS, TRADEMARKS
☐ WILLS AND PROBATE
☐ Wills
☐ Probate
☐ Conservatorships
☐ REAL ESTATE
☐ GENERAL LAW
☐ Civil Rights
☐ Appeals
☐ Consumer
☐ Name Change
☐ Taxes
☐ Prison Law
☐ Small Claims Court Counselling
☐ Insurance
☐ Mental Health
☐ Disputes with Attorneys
☐ AIDS - Related Legal Problems

I am familiar with the State Bar of California Rules of Professional Conduct and in particular with Rule 6-101, Failing to Act Competently. **See Rule text on reverse of this page.** If in any referral you feel you need assistance to comply with Rule 6-101, you may contact the Volunteer Legal Services Program for an Attorney to Attorney referral or you may refer the client back to the program.

SIGNATURE _____

DATE _____



SAN FRANCISCO AIDS FOUNDATION
333 VALENCIA STREET
FOURTH FLOOR
SAN FRANCISCO
CALIFORNIA
94103
415/864-4376

May 21, 1986

Dear Friend,

The San Francisco AIDS Foundation is actively recruiting (encouraging) women, people of color and of all sexual orientations to apply for the position of Social Worker I by the June 2 deadline.

As an Affirmative Action/Equal Opportunity Employer, we are committed to diversity in the workplace and in our staffing pattern that reflects the population we serve in the City & County of San Francisco. To this end, we have enclosed a copy of the Job Announcement which we hope you will post or circulate.

We appreciate any assistance you may give us in developing a pool of qualified applicants, particularly from such groups as Asian & Pacific Islanders, Blacks, Chicanos/Latinos, Native Americans, veterans and the disabled.

In the future, we will continue to send you Job Announcements as they occur in our agency with the hope that you will encourage people you come in contact with to consider the San Francisco AIDS Foundation as a prospective place of employment.

Sincerely,

Mitch Bart
Deputy Director, SFAF

Hank Tavera
Director of Social Services, SFAF

jd

Statement of duties



SAN FRANCISCO AIDS FOUNDATION
333 VALENCIA STREET
FOURTH FLOOR
SAN FRANCISCO
CALIFORNIA
94103
415/864-4376

THE SAN FRANCISCO AIDS FOUNDATION
IS RECRUITING FOR THE POSITION OF
SOCIAL WORKER
one position open

GENERAL STATEMENT OF DUTIES

Under general supervision of the Social Services Director, assists People with AIDS and AIDS-Related Conditions in acquiring social services. Duties include initial screening, assessment, and case coordination. Maintains accurate statistics and documentation as required. Duties may include assignments related to the operation of the Emergency Housing Program, Food Bank, community outreach, hospital liaison activity and related duties as required.

SALARY

\$22,880; plus Fringe Benefits.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Requires skill and ability in: interviewing persons effectively; obtaining facts and evaluating relevant and significant information; determining eligibility for AIDS/ARC assistance on the basis of established laws, rules and regulations; interpreting and explaining provisions of public assistance programs; presenting oral and written reports concisely and clearly.

STATEMENT OF TASKS (Illustrative only)

1. Interviews clients for AIDS/ARC assistance and evaluates information necessary to determine eligibility; makes home visits; determines amount of assistance needed; gives related explanations and information to clients.
2. Conducts weekly group orientation to acquaint PWA's/PWARC's with the gamut of financial benefits available to them.
3. Advises and counsels clients regarding lovers, family, friends, economic, physical and emotional situations; provides necessary services to render needed assistance, or refers cases to other community resources when deemed expedient and advocates on client's behalf.
4. Maintains an up-to-date knowledge of all applicable community resources.
5. Helps develop new programs as needs arise or are recognized.
6. Helps maintain and develop reporting and recording procedures.
7. Studies and evaluates case records of clients to determine conformance with established legal provisions, policies, procedures, interpretations and instructions to determine further courses of action, as may be necessary.
8. Under supervision of Social Services Director, makes use of the Foundation's Emergency Assistance Fund.

MINIMUM QUALIFICATIONS

M.S.W. or equivalent advanced degree in human services, and one (1) year of experience as a social worker in a recognized social service agency, OR B.S. in social or human services and five (5) years of experience as a social worker in a recognized social service agency.

SPECIAL REQUIREMENTS

Experience with substance abuse and/or mental health issues strongly preferred.
Experience with multi-cultural issues desired.

AIDS DIAGNOSIS PREFERENCE

Eligible people with AIDS diagnosis shall receive preference with proof of such diagnosis.

INTERESTED APPLICANTS MUST SUBMIT A LETTER OF APPLICATION AND RESUME TO:

PERSONNEL
SAN FRANCISCO AIDS FOUNDATION
333 VALENCIA STREET, FOURTH FLOOR
SAN FRANCISCO, CA 94103

NO LATER THAN 5:00 P.M. Monday, May 26, 1986

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED!

WOMEN, PEOPLE OF COLOR AND OF ALL SEXUAL ORIENTATIONS ARE ENCOURAGED TO APPLY. AA/EOE

DATE: May 7, 1986



ALAMEDA—CONTRA COSTA HEALTH SYSTEMS AGENCY

235 WEST MacARTHUR BOULEVARD • Suite 700

OAKLAND, CALIFORNIA 94611

(415) 652-5566

May 23, 1986

Clint Hockenberry
AIDS Legal Referral Panel
1663 Mission St.
Suite 400
San Francisco, CA 94103

Dear Mr. Hockenberry:

Thank you for agreeing to present the Legal Aspects of AIDS to the Contra Costa Health Coalition. In addition to the issues of uncompensated care, the Coalition is interested in issues concerning real estate transactions and discrimination.

The meeting is on Monday, June 2, at 6:00 pm, at the Concord Sheraton Inn, at 45 John Glenn Drive, in Concord. Directions: Take 24E to 680N, follow the directions to Concord (stay in the left lane). Exit at Concord Avenue; turn right and follow the signs towards Buchanan Airport. The Sheraton will be on your left; turn onto John Glenn Drive into the parking lot.

Thank you very much; we look forward to your presentation. The chair of the Coalition, Jan Sutherland, will send you past minutes of the Coalition and a list of members, in order to provide you with background. If you have any further questions, please feel free to contact me, at 652-5566.

Sincerely,

Jean Nudelman
Health Planning Analyst



CONTRA COSTA HEALTH COALITION

AGENDA

MONDAY JUNE 2, 1986 - 6:00 p.m.

SHERATON-CONCORD

Contra Costa Health Coalition

P.O. BOX 6417
CONCORD, CALIFORNIA 94524
(415)945-8720

- 1) Call to Order
Introduction of Guests
- 2) Secretary's Report - Jan Sutherland
- 3) Treasurer's Report - Steve Roberti
- 4) Program

Legal Aspects of AIDS: Clint Hockenberry
AIDS Legal Referral Panel

- 5) Committee Reports

A. PACE	Chiquita Tuttle
B. Benefits Design	Efton Hall
C. Finance/Marketing	Bill Combs
D. Public/Private	Bob Traynor
E. Facilities, Needs & Services	Bob Mayo
F. Data	Bill Henderson
G. Special Report/BBI	Efton Hall
- 6) New Business
- 7) Adjournment

CONTRA COSTA HEALTH COALITION
Minutes of Meeting
Board of Directors
May 5, 1986

Members Present:

Sunne McPeak, Chair
Barbara Branson, M.D.
Ken Anderson
R. Isabelle Chenoweth, R.N.
Henry Clarke
Evelyn Fisher
Efton Hall
Peter Kunkel, M.D.

Fred Pelligrin, M.D.
Steve Roberti
William Ross
Steve Shaw
Jan Sutherland
Bob Traynor
Chiquita Tuttle
William Walker, M.D.

Guests Present:

Nick Ventrice, LMCH
Arthur Comor
Paul Corben, LMCH
John Bedford, Foundation BD., LMCH
Alan Elnick, Local 250
Gil Ojeda, ACCHSA
Jane Tubman, IPM
Guillermo, Mecca Cafe

CALL TO ORDER

The meeting was called to order at 7:10 p.m. by Sunne McPeak, Chair.
LMCH Board member Paul Corbin extended a welcome on behalf of Los Medanos Community Hospital and the Health Care Corporation.

APPROVAL OF MINUTES Jan Sutherland, Secretary

The minutes of the April 7 meeting were approved as corrected.

TREASURER'S REPORT Steve Roberti, Treasurer

Due to the unusual character of the meeting, and the Cinco de Mayo celebration, a formal Treasurer's report was not presented.

SPECIAL COMMENT

Gil ojeda noted that Cinco de Mayo is the celebration of the defeat of Napoleon in 1863 which marked the end of foreign domination from Latin America.

GUEST SPEAKERS

1. Vicky Semones, Program Specialist, HCFA, spoke about the role of HCFA in dealing with the concerns of Medi Care beneficiaries in an era of rising Medi Care costs. She also reviewed legislation including COBRA, CMRI, PRO, and addressed financing issues impacting competition and consumer choice for the Medi Care population.
2. Bob Pattison, V.P. of Finance & Economics, HCNC focused on how the medical economy responds to the economic incentives created by the medical care system. The shift from retrospective to prospective payment and the impact of area-based rate adjustments, for example, have a direct effect on delivery of care. Rebuttal and discussion followed.

TASK FORCE REPORTS

PACE, Chiquita Tuttle. PACE met for the first time under the new leadership. The PACE budget will be re-worked to include the \$25,000 grant from the San Francisco Foundation. A thankyou letter will be sent by Sunne McPeak to the Foundation. Bill ross reported that the grant was obtained on the following: Establishment of a Health Education Resource Center, building of community consensus for uncompensated care, and promotion of wellness programs among public and private sections.

Benefits Design, Efton Hall. The final copy of the employer survey went out to 125 businesses. Follow-up calls will be made to non-respondents. Efton Hall submitted a copy of the questionnaire to the Board.

Finance and Marketing, Bill Combs. No report.

Public Private, Gil Ojeda for Bill Walker and Bob Traynor. Task Force will not go after the Robert Wood Johnson grant because of the political climate. Gil presented a memorandum on continuation of benefits legislation (Branson 3231) and information on the Federal Task Force on care to Uncompensated Poor. A revised draft of letter prepared by Ken Anderson and Efton Hall for signature by hospital CEO's was presented for discussion. The Coalition Executive Committee will review.

Facilities, Needs, and Services, Bob Mayo. No report.

Data, Barbara Branson. Barbara submitted a draft of laboratory services charge comparison for Contra Costa County-1985-1986. Comparison shows changes for common procedures only. Costs varied from \$10.50 to \$28.00 for the same procedure. Barbara will draft a scenario directed toward the consumer, even if insurance pays the costs. This will be finalized with a commentary which can be released. This commentary will include comments on motivation in laboratory pricing.

Special Report, Efton Hall. Efton Hall met with Chiquita Tuttle on BBI article. Approval is required 6 months prior to public action. We can make November issue. Draft will be submitted to the Board in July.

NEW BUSINESS

The next Executive Committee meeting will be on Tuesday, May 13, at 5:30 p.m. in Sunne McPeak's office.

ADJOURNMENT

There being no more business, the meeting was adjourned at 10:20 p.m.

dignified, respectful and sensitive way that they treat other patients.

For example, several nurses at San Francisco General Hospital filed a complaint in 1985 with the California Occupational Safety and Health Administration in the hopes of changing General's protocol into requiring gloves, sterile clothing, face masks, and other apparel while treating a person with AIDS. Cal-OSHA rejected the nurses' claims because there was not adequate medical evidence to indicate that the AIDS virus could be transmitted to a health care worker by casual contact. The rationale for that decision should apply to protect children with AIDS, restaurant patrons with AIDS, and other persons with AIDS using public accommodations.

A similar case arose only two months ago when a rural hospital was going to quarantine both a pregnant woman and her baby at delivery because her husband was HTLV-III positive. The expectant mother in this case did not herself carry the antibody.

We may, however, be dealing with a change in attitude. Another hospital in a county outside the Bay Area contacted our office for assistance in placing an elderly gay man who had had a stroke into a nursing home. The nursing home refused on the grounds he might have AIDS. We are now

had a simple will and durable power of attorney for health care, use of expensive hospital equipment could be avoided. The patient, though no longer competent, has already said "No."

Other kinds of cases the Panel sees frequently include:

HOUSING: a tenant evicted because he had AIDS

IMMIGRATION: a person with AIDS barred from visiting or immigrating to the United States--in short, if Rock Hudson had been French, he would not have been able to enter the United States for treatment of AIDS

SOCIAL SECURITY: a person with AIDS now qualifies per se for social security, a person with AIDS-Related Condition, although bedbound, never qualifies for social security

HEALTH CARE: health care workers discriminate against patients with AIDS on the fear that the health care worker will contract the disease. Protocol guidelines from the Centers for Disease Control indicate that, although in certain situations, the health care provider should take certain precautions to make sure that the disease is not transmitted, there is no reason to excuse health care workers for their refusal to treat persons with AIDS in the same

course, if the claims review procedure takes a short time, there is no litigable issue to be resolved. Nevertheless, some insurers have put these claims under review for periods in excess of 6 months. In the meantime, the health care provider for whom the claims were made is making collection attempts directly against the person with AIDS.

Some of the biggest battles to be faced by persons with AIDS over the next several years will likely be against life, disability and health insurance companies and their reinsurers. Recent statistics from the Centers for Disease Control in Atlanta indicate the average national cost for care of a person with AIDS from the date of diagnosis until death is \$150,000, varying widely from community to community with the Bay Area being on the lower end. Other experts disagree, placing the figure between \$90,000 to \$100,000 nationwide.

There may, however, be some areas for dialogue. Changes in reimbursable health care expenses for the terminally ill patient could reduce health care costs. If all insurance companies reimbursed for nursing home, hospice, and home health care services, an incentive would be provided for a person with AIDS to seek non-hospital care. It is in the insurance company's interest and I believe in many people with AIDS interest to explore these less expensive health care alternatives. In addition, if every person with AIDS

insurance claims have been denied. Often the grounds for denial are either a preexisting condition or the client committed fraud on the initial insurance application. These kinds of cases depend quite heavily on the facts, the relevancy of alleged fraud or preexisting condition to the particular claim, and sometimes on ~~interpretation~~ of the significance of medical evidence. For example, should a person who tests positive for HTLV-III thereby become ineligible for health insurance? What is the relevance of HTLV-III positivity ^{when the antibody} ~~A~~ shows only exposure to the AIDS virus?

Health insurance companies also use a restrictive insurance clause which prescribes payment for unnecessary, experimental or costly treatment. An example of this problem is a client who called our office last week. He was on holiday in Europe when he was diagnosed with AIDS. He received treatment at the Pasteur Institute in Paris. But his American insurer refused reimbursement. Their reasoning: the drug used was experimental. In the United States, the drug is experimental. In France, the drug is commonly used in the treatment of AIDS patients. Which country's law controls? The courts will decide.

Some insurance companies are also routinely placing AIDS-related claims under claims review, which procedure requires a long and detailed analysis of the claim in light of the insurance company's underwriting guidelines. Of

employers did not follow suit and have instead shown blatant disregard for the rights of persons with AIDS, persons with AIDS related conditions, and homosexuals. One example is a

21 YR OLD TEACHER'S AIDE . . .

Another example is a 59 YR OLD CONSTRUCTION WORKER...

If you are an employer and fire a worker because he or she has AIDS, you can be sued. You need to approach this employee as you would any other handicapped worker--with reasonable accommodation.

If you are concerned about the reaction of other workers to having a coworker with AIDS, educate them. Stress that the kind of nonsexual person-to-person contact that occurs among workers and clients or consumers in the workplace does not pose a risk for transmission of the AIDS virus

People with AIDS and other life-threatening illnesses often wish to continue as many of their normal activities as possible, including work. People with AIDS should be encouraged to stay in the workplace as long as they are able to maintain acceptable work standards.

INSURANCE: The AIDS Legal Referral Panel also handles a halfdozen complaints each month from individuals whose

- law firm
- cookie shop

difficult legal questions, a person with AIDS has to cope with the fact he is going to die. And this is an area most of us never want to confront.

Simple wills and powers of attorney remain the AIDS Legal Panel's chief service. But as I mentioned before, these clients are only half our caseload, and this is a declining percentage.

The Bay Area's leveling off of new AIDS cases stands in stark contrast to the threefold increase in the number of AIDS Legal Referral Panel clients handled over the last year. The Panel currently is processing in one day what only two years ^{ago} it processed over the entire month.

The San Francisco Human Rights Commission similarly has experienced a threefold increase over last year of the number of employment and housing discrimination cases filed in their office. ~~Over the last two months~~ ^{And I now anticipate} our AIDS Panel ~~has~~ ^{will} seen a doubling of EMPLOYMENT discrimination complaints ^{in the second quarter} over what we saw in the first quarter of 1986.

It is clear to me that the Bay Area is experiencing a new kind of epidemic--an epidemic of hysteria and ignorance. Although during 1984 some larger and more enlightened employers instituted sensitive and well-informed training programs to educate their staffs about AIDS, many other

Currently the AIDS Panel handles an average eighty cases a month. Half are clients who need simple wills and powers of attorney. Of those forty cases, an average fifteen require emergency attention, namely the attorney going the home or hospital room of the client. One attorney, however, after receiving an emergency request from a gay client, wrote the Panel:

I was contacted by the lover of a person with AIDS in the Intensive Care Unit of a local hospital. He wanted to arrange for a durable power of attorney for his critically-ill lover because all their mutual money, including the rent money due in three days, was in the sick lover's bank account. Upon questioning, I found out the person with AIDS was unconscious and dying and was therefore in no condition to execute a power of attorney. He also had no will. There was no help I could provide. The problem could have been avoided if AIDS Legal Panel had been contacted earlier.

Unfortunately, although legal services are readily available to Bay Area residents, many persons with AIDS continue to die intestate--without a will--or have their lives artificially and painfully prolonged against their will because they have failed to execute the necessary legal documents. A great part of this is denial: by facing

hospice program for persons with AIDS; a food bank program that provides free food to self sufficient people with AIDS; a meals on wheels program that provides hot meals to those people with AIDS who are no longer able to do their own cooking; and a wills on wheels program that provides a free simple will, durable power of attorney for health care and general power of attorney to people with AIDS.

This last program, what I have called "wills on wheels", is offered by my organization, the AIDS Legal Referral Panel of the Bay Area Lawyers for Individual Freedom. We have 100 attorneys who volunteer their legal services to people with AIDS, who make housecalls and hospital calls if necessary.

Since 1982 when it was established to respond to the special legal and personal needs of persons with AIDS, the BALIF AIDS Legal Referral Panel has assisted more than 2000 individuals in Alameda, Marin, San Mateo, Sonoma, Santa Clara, San Francisco, and Contra Costa counties. Originally the Panel concentrated on providing basic pro bono services such as simple wills and powers of attorneys. The AIDS Legal Panel, however, also offers reduced-fee services in other AIDS-related cases, from housing to immigration to employment discrimination.

that night after her patients died. As an aspiring physician she condemned herself for empathizing too much with her patients. As a human being she could not help it. But most of all, she condemned herself for not being able to do anything to prevent their deaths.

Four years later we still can not prevent the deaths of AIDS patients. But we can make their living a lot better. We have learned that within a hospital setting itself, treatment of AIDS requires a multidisciplinary approach. And we have also learned that health care for persons with AIDS is not just admitting and treating a person in a hospital, but requires a comprehensive battery of services once the patient leaves the hospital.

The average length of stay in a San Francisco hospital for a person with AIDS is shorter than for any other metropolitan area. There are several reasons for this development, but certainly a primary explanation for the shorter length of stay is the ready availability of services outside the hospital: Shanti volunteers who not only give emotional support to people with AIDS but also do the shopping, the bookkeeping, and other household chores; Shanti houses for the indigent but relatively self-sufficient persons with AIDS; general emotional counseling and social work provided in the hospitals or through the San Francisco AIDS Foundation, the Pacific Center, and others; a growing

In working with people with AIDS I have found I have to draw from all these backgrounds: a familiarity with health law and a health care system, but most important, an ability to listen to individuals fighting a life-threatening disease. Often we tend to forget the people behind the numbers. Sometimes we get caught up in our own fears about our catching a "contagious disease." But increasingly health care providers, coworkers, friends, and family are learning the tragedy of AIDS firsthand--that someone in their lives has AIDS.

AIDS, acquired immune deficiency syndrome, is the result of a defect in the immune system's ability to resist certain types of infections and cancer. The first reported cases in 1981 came from the Bay Area, Los Angeles, and New York. In fact, most other areas of the country tended to look at AIDS as being a San Francisco or New York disease. It was November 1982, for example, when I became aware of the first case of AIDS in the Washington, D.C. area. I met a fourth year medical student after she got off an all night shift at George Washington University Hospital's intensive care unit. She described how she had lost two of her patients, one a sixty-five year old heavy smoker who had lung cancer, the other a twenty-five year old AIDS patient. She had sat up all night trying to save them, monitoring them in their separate cubicles, the only thing separating the two patients being an eighth inch glass window and forty years. She broke

Good evening. I am Clint Hockenberry, Administrator of the AIDS Legal Referral Panel. I was happy to accept the invitation to speak tonight to the Contra Costa Health Coalition, partly because I am personally concerned about the legal aspects of AIDS, and partly because the initial contact came from the Health Systems Agency. Before moving to California last year I worked as a health planner and attorney for the Health Systems Agency of Northern Virginia.

I think it is important for you to have a thumbnail sketch of my background before I talk about AIDS law. It's the old saying, you can't tell a player without a program. But I think it also highlights the variety of skills that come into play in working with people with AIDS.

In addition to working for the HSA, I served on the District of Columbia Statewide Health Coordinating Council for four years, and after that played an active role with a health coalition of consumers, labor, business and providers in the District of Columbia. Prior to my employment at the HSA I worked for the Solicitor's Office of the United States Department of Labor on handicap discrimination cases. I have both a law degree from Georgetown University and a Masters of Divinity degree from a small Quaker seminary--school of religion--in Indiana.

exploring the possibility of both the patient and the hospital bringing suit against the nursing home.

Those are the kinds of cases in general the AIDS Legal Panel is seeing. Two out of every three clients we represent have an annual income under \$7000. Two years ago most of these clients were earning \$30,000, \$40,000, \$50,000 or more. Most of the clients are homosexual men, although an increasing percentage, now 15%, fall into other categories.

We are working with victims of a terminal illness. We are working with victims of discrimination and ignorance. AIDS today is like cancer was in the 40's. The legal needs of persons with AIDS are very similar to the legal needs of other terminally ill patients, such as cancer and Alzheimers. They all need wills, powers of attorney, and freedom from discrimination so they can get on with the business of living.



Contra Costa Health Coalition

P.O. BOX 6417
CONCORD, CALIFORNIA 94524
(415) 945-8720

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Union Local 1179
5569 Morningside Drive
Clayton, CA 94517
(415) 672-0766 or 672-0698

Peter Kunkel, M. D., Past President
Concerned Physicians
2100 Monument Boulevard
Pleasant Hill, CA 94523
(415) 934-5827 or 935-3585 (Home)

Bob Mayo, Past Chair
Diablo Valley Health Cost Alliance
c/o Dow Chemical Co., Box 1398
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Michael Wall, Assistant Administrator
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Assistant Physician-in-Chief
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Joseph B. Mazuryk
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Danville, CA 94526
(415) 452-7195

Steve Roberti, President
Contra Costa Labor Council
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Martinez, CA 94553
228-0161/932-3276

William Ross
Retired Superintendent
Acalanes Unified School District
161 Parkmead Court
Walnut Creek, CA 94595
935-1766/372-2356

Stephen C. Shaw, CLU
Insurance/Employee Benefits
Jenkins-Shaw Insurance Service
61 Avenida de Orinda, Suite D
Orinda, CA 94563
254-9400

Jan Sutherland
97 Hillcrest Drive
Orinda, CA 94563
254-2137/784-4465

Robert B. Traynor
Creekside Insurance Service
P. O. Box 812
Clayton, CA 94513
672-4591

William Walker, M. D.
Medical Director & Health Officer
Contra Costa Health Services Dept.
20 Allen Street
Martinez, CA 94553
372-4653

Chiquita Tuttle
District Marketing Manager
Kaiser Health Plan
1485 Treat Blvd, #202
Walnut Creek, CA 94596
946-3485

R. Isabelle Chenoweth, RN
Region 9/Board of Directors
California Nurses Association
3186 Baker Drive
Concord, CA 94519
685-0183

- Social security manuals
- Manual on providing legal services. T. 1, 2, 4
- AIDS (Hockenberry)
- CFR appendices
- Employment Discrimination
 - state-by-state regs.
- materials on wills / durable powers of attorneys
- Pediatric AIDS issues
- Lesbian Rfr. Project materials
- Life Insurance ('88) - summary AIDS-related law,
- custody / visitation - AIDS
- Mayoral Candidate re: AIDS ('91)
- DOJ materials ('91) re: ADA
- Disability Discrimination materials
- Workshop (1) (various) materials
 - eg, criminal law & AIDS, AIDS & Insurance, etc.
- ph.f.s

ROBERT S. GOTTESMAN
GARY JAMES WOOD

LAW OFFICES OF
GOTTESMAN & WOOD
INCLUDING A PROFESSIONAL CORPORATION
350 CALIFORNIA STREET, SUITE 2290
SAN FRANCISCO, CALIFORNIA 94104
(415) 982-9211

April 2, 1986

Ron Albers, Esq.
San Francisco Public Defender
850 Bryant Street
San Francisco, CA 94103

Re: BALIF Board Co-Chair Appointments,
AIDS Legal Referral Panel

Dear Ron:

I am writing to express my interest in assuming the position as BALIF Board Co-Chair of the AIDS Legal Referral Panel for the 1986 BALIF Board term. Although I do not want to discourage the candidacy of any other eligible Board members for this position, I feel that my experience and knowledge of this position make me a good choice for the job.

Since you are aware of the accomplishments of the AIDS Legal Referral Panel which have occurred under my leadership during the past two years, I will not discuss these at length in this letter. Suffice it to say that the AIDS Panel has grown from 25 attorneys in 1984 to over 100 attorneys in 1986 with a similar increase in client caseload. The Panel has arisen from a disorganized and vaguely supervised group of attorneys to a Panel specializing in diverse areas of AIDS law, and, to this end, the Panel has undertaken both important litigation and community and legal education concerning AIDS-related legal issues.

Although I think the members of BALIF can be proud of contributions made by the AIDS Panel over the past few years, I think the future of the Panel looks even more promising. As Board Co-Chair of the Panel, I would be looking forward to the following plans:

1. Working with Melinda Griffith and Ben Schatz, I am supervising Clint Hockenberry's drafting of community education pamphlets to be disseminated to clientele and service providers informing the community of AIDS-related legal problems and rights. We have already written the first draft of a pamphlet on Wills and Durable Powers of Attorney, and we are planning to draft similar pamphlets on insurance, employment, real estate transactions, and public benefits. At this time,

April 2, 1986
Ron Albers, Esq.
Page Two

the AIDS Panel budget can not afford the printing and publication costs of these pamphlets, but we will soon be courting both the AIDS Foundation and the BALIF Board for small grants for such publication. We assume this publication can be accomplished for less than \$1,000.00 total.

2. We are presently greatly expanding our legal training programs so as to increase the specialization of attorneys on the panel. At the upcoming April 12 training session, we will be including an introduction to AIDS medicine, a session on gay Wills and Powers of Attorney, a seminar on AIDS and employment law, and training on SSI and Social Security Disability benefits for persons with AIDS and AIDS Related Complex. Future training sessions will also include discussions of AIDS and insurance and of miscellaneous AIDS-related legal issues involving real estate transactions, landlord-tenant disputes, Will contests, and living-together agreements. So that these training sessions can be disseminated for use by lawyers outside the AIDS Panel and across the United States, we are printing training manuals and videotaping the training sessions. Arrangements for dissemination of these materials have already been made with panels in Kansas and Hawaii, as well as with the National Lawyers' Guild's National AIDS Network.

3. As the AIDS Panel attorneys and their clients are the best source of testimony regarding AIDS-related legal matters, we have instituted a new system of coordinating our attorneys and clients with the BALIF Board legislative co-chair so as to more efficiently provide legislative testimony during the upcoming stormy California legislative session on a spate of some 48 related bills. This new system will make available for legislative testimony and the press all of our clients and attorneys who are willing to go public with their stories. This step will be accomplished by coordination of data obtained from client questionnaires with hearing dates made available to us by Anne Jennings and the offices of Senators Roberti and Marks. Now that the AIDS Panel computer is coming on line, this system will be greatly expedited.

4. Because coordination with other AIDS legal providers across the United States with Clint Hockenberry, Ben

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Schatz, and myself has indicated that BALIF's AIDS Legal Referral Panel is the most organized and experienced of its kind in the nation, we are taking steps to increase the national visibility and scope of the Panel's work by increasing its national contacts. To this end, I am presently serving on the Board of Directors of the National Lawyers' Guild's National AIDS Network, on the Board of Directors of the AIDS in the Workplace project of the Employment Law Center, on the Continuing Education of the Bar AIDS Planning Committee, on the Practicing Law Institute's Staff on AIDS and Communicable Diseases, and in coordination with Silverman & Associates to provide legal information to lay seminars on AIDS. Similarly, I have already provided public speaking services to Kaiser/Permanente Health Group at their National Personnel Policy Annual Meeting, to the Tumor Research Advocacy Council, to the Alameda County Coalition for Continuing Care, to Bay Area hospitals, to the Shanti Project's training sessions, to the National Press, to the ALI-ABA Institute on AIDS, to the Business Leadership Task Forces' Seminar on AIDS in the Workplace, and to Stanford University's National Graduate Seminar on the AIDS Challenge. I have also given and coordinated testimony before the state legislature's Task Force on AIDS, San Francisco's Human Rights Commission, San Francisco's Board of Supervisors, Berkeley's City Council, and the Oakland City Council. I have also assisted in the drafting of San Francisco's, Oakland's, and Berkeley's AIDS Ordinances. As Board Co-Chair of the AIDS Panel, I would intend to continue work in this vein.

5. In order to increase the usefulness of the attorneys volunteering for the AIDS Legal Referral Panel, we have taken steps to obtain blanket malpractice insurance coverage for AIDS-related legal work. In doing so, we have submitting applications and obtained a tentative approval of our status with the National Legal Aid and Defender's Association, the Bar Association of San Francisco, and the State Bar. We have also submitted our malpractice insurance applications, for which we are awaiting approval at this time. Although our malpractice premiums are somewhat higher than we had originally anticipated due to questions concerning our fee protocol and our non-lawyer clerical administrator's liability, we will find the money necessary to pay these premiums in our limited budget or by short-term fund raising from lawyers on the Panel and lawyers in

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the community at large. We anticipate that coverage will be effective beginning in mid-April or early May.

6. Coordination between Frederick Hertz and myself has established a target commencement date for 1987 fund raising at April 15, 1986. Our initial efforts will involve grant proposals to foundations, as well as a contract proposal to the AIDS Foundation. I will be meeting with Tim Wolfred in mid-April to open negotiations for a contract. Similarly, I have lobbied both the San Francisco Board of Supervisors and the California State Legislature for direct funding to provide legal services to persons with AIDS and AIDS Related Complex. Supervisor Britt, Senator Torres, and Senator Marks have all expressed interest in the need for such legislation. Finally, I believe the AIDS Legal Referral Panel's track record might entitle it to contract grants from the Legal Services Corporation and the State Bar's Legal Services Trust Fund.

7. To expand the effectiveness of legal services we provide, the AIDS Panel has undertaken important impact litigation over the past year. To date, the Panel's insurance litigation has already had a limited effect on California's insurance industry's claims procedures, and we hope to expand this effect to encompass changes in to underwriting procedures as well. Similarly, our well-coordinated real estate strategy has caused the California Association of Realtors to propose legislation omitting AIDS as a required disclosure in California real estate transactions. Finally, our defense of a person with AIDS against litigation for alleged intentional transmission of the AIDS virus has involved us in the first case of its kind in the United States. In undertaking this type of litigation, we are developing a coordination with the Lawyers' Committee for Urban Affairs, the Bar Association of San Francisco, San Francisco Neighborhood Legal Assistance Foundation, the Employment Law Center, National Gay Rights Advocates, and several large Bay Area law firms in developing a cooperating attorney panel to provide us with litigation support and cost funding. I anticipate that this impact litigation strategy will show extensive development during the coming year.

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8. Since we have hired a part time clerical administrator for the Panel, we have also taken advantage of the opportunity to develop a library and bank of pleadings, briefs, news clippings, and medical journal articles on AIDS. Although this bank is in its infancy, we anticipate a large collection by the end of the year. We also plan increased coordination with the Bureau of National Affairs Clearing House, the National Organization of Social Security Claims Representatives, the Hastings Gay Pleadings Bank, the Gay Mens' Health Crisis Center in New York, the Lambda Legal Defense and Education Fund, and National Gay Rights Advocates in providing brief and pleading services to attorneys across the United States. Panel attorneys are already providing telephone litigation support to approximately 20 attorneys in other states.

9. Following a changing of the guard of BALIF's Amicus Committee, we anticipate the necessity of training Amicus Committee members as to AIDS-related litigation and appeals so that we can work more closely with that committee in developing efficient Amicus support of the litigation we undertake. Over the past few months, the AIDS Panel has also begun the task of educating the Bay Area's medical community about a multifactorial approach to resolving the social problems caused by the AIDS epidemic. This approach requires better coordination among lawyers, doctors, dentists, insurance agents, and social workers to solve AIDS-related problems before they become a massive epidemic of their own. At the outset, we have provided an outline to members of the Bay Area Physicians for Human Rights illustrating what the Social Security Administration requires to document Social Security Disability and SSI claims. This step, in tandem with further education efforts, should eliminate a significant number of Social Security denials of benefits for persons with AIDS Related Complex. AIDS Panel members have also begun coordination with gay spokespersons in the insurance industry to develop a long-term strategy on AIDS and insurance.

10. Of immediate importance to AIDS Panel planning is a newly apparent Chief-and-Indian problem. Because of the peculiar status of the AIDS Legal Referral Panel, the long illness and death of Steve Richter, and my rather ill-defined role on the Panel, it is presently being managed by an unwieldy (but nonetheless responsive) committee of BALIF members. Because

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this committee provides both necessary time support and innovative ideas, it is not all bad. However, Clint has already found himself caught in the maelstrom of answering to a BALIF Board fundraiser, a BALIF Board AIDS Panel training coordinator, a BALIF Board liaison, a non-Board Panel Co-Chair without protocol, a non-Board Co-Chair, and the members of the AIDS Legal Referral Management Committee. Although Clint and I have managed to quickly resolve most of the problems created to date, I would encourage the BALIF Board to streamline management responsibilities to eliminate excess chiefs. Essentially, I believe that the Panel can be managed effectively by coordination among the following personnel: a Board Co-Chair, a non-Board Co-Chair, and the already appointed AIDS Panel Management Committee. Beyond this roster, we can effectively coordinate functions with the Fund Raising Committee, the Amicus Committee, and the Legislative Committee, without encouraging members of these committees to undertake management responsibilities for the AIDS Panel. These changes should increase efficient management direction without jeopardizing the effectiveness of the Panel, and it should clarify Clint's confusion.

Ron, I realize that the aforementioned plans constitute a rather significant agenda for 1986, but I have every faith that these accomplishments are within our reach. In this regard, the BALIF Board should be proud that, operating on a zero budget in 1985, the AIDS Panel's cadre of devoted members has provided an estimated 5,000 to 6,000 hours of service to our clientele during 1985, and we anticipate even greater service while operating under 1986's minimal \$25,000.00 budget. These facts have got to make the AIDS Legal Referral Panel the most efficient and productive AIDS service provider in the Bay Area. In short, to date, the AIDS Legal Referral Panel has more than accomplished the goals set out for it by founder Steve Richter. In memory of him and his goals, I think I speak for the members of the AIDS Legal Referral Panel when I suggest in closing that, with renewed strength and better resources, we dedicate ourselves to the mammoth and horrendous tasks which await us.

Sincerely,

Gary James Wood
Attorney at Law

GJW/bb

cc: Mr. Clint Hockenberry

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October 15, 1992

CERTIFIED MAIL

Ms. Nicole Lanni
Manager, Group Life
American Life
666 Fifth Avenue
New York, NY 10103

Re: Clint Hockenberry
[REDACTED]
Claim Number 3789

Dear Ms. Lanni:

We represent the AIDS Legal Referral Panel as the designated beneficiary under the life insurance policy issued to Clint Hockenberry, deceased, by American Life. We understand that, as of the date of this letter, American Life has refused to honor the designation of the AIDS Legal Referral Panel as the primary beneficiary of said life insurance policy, although such designation contravenes no provision of California law, such designation was accepted without objection by American Life and such designation represents the unquestionable intent of Mr. Hockenberry.

American Life contends that under a group life insurance policy an employer cannot be a valid beneficiary. American Life appears to base this position on section 10202 of the California Insurance Code which states, in part, that a group life insurance policy is one that is for the benefit of persons other than the employer. American Life is mistaken in its interpretation of section 10202, and is contractually bound to pay the intended beneficiary the amounts properly due under the policy.

Section 10202 does not purport to apply to all forms of group life insurance, and does not apply to the policy at issue. The preamble to section 10202 states that "life insurance

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conforming to all the following conditions is one form of group life insurance." Cal. Ins. Code § 10303 (West 1992) (emphasis added). Subsection (b) makes clear that section 10202 applies only to policies issued to an employer. Mr. Hockenberry's policy, however, was issued to the "Group Insurance Trust of the United Way of the Bay Area," not to Mr. Hockenberry's employer. Therefore, his policy falls outside the scope of section 10202 entirely. For this reason, the provision of section 10202 that the beneficiary be a person other than the employer is simply inapplicable to Mr. Hockenberry's policy.

Rather, Mr. Hockenberry's policy is governed by California Insurance Code section 10202.8, which governs group life policies issued to trustees of an industry fund. This statute contains neither the section 10202 prohibition on designation of employers as beneficiaries, nor any other restriction on beneficiary designation.

Even if the policy were covered by section 10202, the employer listed on the policy is the aforementioned trust and not the AIDS Legal Referral Panel. Thus, section 10202(d) would prohibit only the Group Insurance Trust of the United Way of the Bay Area from being designated as beneficiary, not the AIDS Legal Referral Panel. Clearly, the exclusion in section 10202(d) refers to the employer to whom the policy was issued.

Moreover, the materials provided to Mr. Hockenberry did not inform him that the AIDS Legal Referral Panel could not be a beneficiary under his life insurance policy. The "Group Life Insurance Certificate" furnished by American Life contains no prohibition against designating an employer as a beneficiary. The contract clearly states "benefits will be paid to the beneficiary designed by the Covered Employee." See G1-3402-AX-L, Section entitled "Beneficiary." The terms of the contract require benefits be paid to the AIDS Legal Referral Panel, the designated beneficiary.

American Life accepted Mr. Hockenberry's designation of the AIDS Legal Referral Panel as beneficiary to his life insurance policy and accepted premium payments on that policy. Mr. Hockenberry relied on this acceptance. As an attorney abundantly sensitive to statutory nuances, Mr. Hockenberry certainly would have taken alternate steps to ensure that the AIDS Legal Referral Panel would receive the proceeds had he been informed of American Life's current position. Further, at no time prior to Mr. Hockenberry's death did American Life indicate to anyone that Mr. Hockenberry's beneficiary designation was anything but completely satisfactory.

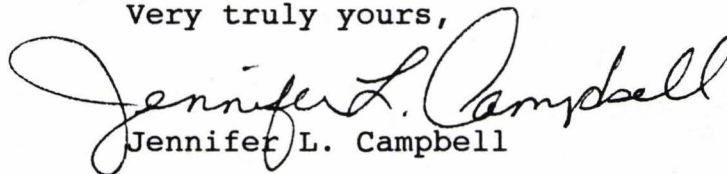
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Even if section 10202 applied to the policy at issue, American Life would now be estopped to rely upon this statute in an effort to defeat Mr. Hockenberry's designation. Moreover, American Life's position is based on a misinterpretation of applicable law. Continued refusal to honor the policy based on an unsupportable legal position constitutes an unfair claims practice, and will be taken by the AIDS Legal Referral Panel as evidence that American Life is not handling its claim in good faith.

We request that American Life honor the claim submitted by the AIDS Legal Referral Panel pursuant to the life insurance policy issued to Clint Hockenberry. If we have not heard from American Life within five days, we will assume payment to the AIDS Legal Referral Panel will be made within ten days.

If you believe that American Life is unable to make payment to the AIDS Legal Referral Panel, we request that you inform us of this belief within five days, and that American Life make no payment and file an interpleader action. In the alternative, the AIDS Legal Referral Panel will file an action for declaratory relief. We will look to American Life for reimbursement of any policy proceeds and appreciation thereon paid to any party other than the AIDS Legal Referral Panel or paid other than pursuant to a final judgment in a civil action.

Very truly yours,


Jennifer L. Campbell

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bc: Ms. K. Chambers, Esq.
✓ Mr. P. Richard, Esq.
Ms. G. Dekreon, Esq.

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April 17, 1991

Mr. Jeff Gibson
Ms. Andrea Palash
Mr. Paul Richard
AIDS Legal Referral Panel
114 Sansome Street
Suite 1103
San Francisco, California 94104

Dear Jeff, Andrea and Paul:

I just wanted to follow up on our public relations discussion a few months ago...

Have you been in touch with BALFMA (Bay Area Law Firm Marketing Administrators), to hit them up for special project assistance? This is the group made up of PR/Marketing directors of local law firms. I'm sure they'd be glad to have you speak at one of the monthly meetings. They may be persuaded to (a) donate 1990 media directories, (b) serve on a PR taskforce, (c) provide support to publicize a special event. If you haven't contacted them, a good person to start with is Renee Lorda at Lillick & Charles, Tel. 984-8000.

There are several PR agencies that represent law firms, as we've discussed, and you possibly could get pro bono assistance in return for the opportunity of increased visibility. I think I gave you these names at our last meeting, but if not:

Amanda Duckworth
Edelman Public Relations
Tel. 433-5381

Ellen Blattel
Blattel and Associates
Tel. 397-4811

Dan Orsborn
The Orsborn Group
Tel. 928-3600

Lastly, did you get any response from students about Spring internships? You may want to send a "classified" announcement now to the newsletter editors of

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Women in Communications, Inc., Public Relations Society of America and Publicity Club. Most students need paid summer internships but you never know! A follow-up call in the fall, when classes begin, would be worthwhile. You might want to word the description to appeal to students as well as professional members in job transition, who may want non-profit PR experience. (Working with you could help the latter build up their portfolios.)

If this is of interest, contact the following:

Rita Haskin, Newsletter
Publicity Club
Tel. 508-6248

Kendall Butler, Newsletter
PRSA/Oakland, East Bay
Tel. 944-5160

Betsy Brill
President (effective June)
Women in Communications, Inc. (WICI)
Tel. 931-6710

Valerie Carattini-Cooke
President
PRSA/Oakland, East Bay
Tel. 989-1860

Charles Whaley, President
PRSA/SF Chapter
Tel. 543-4411

Lastly, enclosed is a list of WICI Northern California Student Chapters that may be contacted directly.

Best of luck, and if I can help in any way please don't hesitate to call me.

Very truly yours,



Lucy Hobgood-Brown
Director of Public Relations
& Communications

Enclosure

NORTHERN CALIFORNIA WICI STUDENT CHAPTERS

Mills College

President: Toni Wheeler, 729-8266
P.O. Box 9566, Mills College, Oakland CA 94613

Other Student Contacts:
Jill Kelly 729-8938
Tracy Howard 729-8870

Advisors: Ken Burke 430-3152
Vicki Bates 430-3101

Chico State

President: Laura Canter, 916/894-6751
620 Ivy Street #3, Chico, CA 94598
V.P.
Membership: Ellen Riegelhuth 342-5423
1626 Arcadian Way, Chico, CA 95926

Advisor: Sharon Yoder, hm 916/343-8363
wk 916/898-4781

University of San Francisco

President: Elizabeth Yates, 563-6656
2348 Greenwich, San Francisco, CA 94123

Advisor: n/a at this point

Other student contact:
Roseanne Sullivan, 666-5590
2305 Golden Gate Avenue, #904
San Francisco, CA 94118

University of Santa Clara

President: Holly Fleming, 408/244-7966
842 Bellomy Street, Santa Clara, CA 95050

Advisor: Chris Bachan, 408/554-4921

Intern Chair: Andrea Moraga, 650-6267, 248-7464

San Jose State University