

**BEFORE THE  
RESPIRATORY CARE BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Statement of Issues  
Against:

JOHN CHAO  
18909 Horst Avenue  
Artesia, CA 90701

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Case No. 7002016000221

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Respiratory Care Board of California, Department of Consumer Affairs, as its Decision in the above entitled matter.

This Decision shall become effective on September 5, 2016.

It is so ORDERED August 23, 2016.

Original signed by:  
\_\_\_\_\_  
ALAN ROTH, MS, MBA, RRT-NPS, FAARC  
PRESIDENT, RESPIRATORY CARE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

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8 **BEFORE THE**  
**RESPIRATORY CARE BOARD**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
10 **STATE OF CALIFORNIA**

11 In the Matter of the Statement of Issues  
12 Against:

Case No. 7002016000221

13 **JOHN CHAO**  
14 **18909 Horst Avenue**  
**Artesia, CA 90701**

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

15 Respondent.

16  
17 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
18 entitled proceedings that the following matters are true:

19 **PARTIES**

20 1. Stephanie Nunez (Complainant) is the Executive Officer of the Respiratory Care  
21 Board of California. Complainant brought this action solely in her official capacity and is  
22 represented in this matter by Kamala D. Harris, Attorney General of the State of California, by  
23 Brian D. Bill, Deputy Attorney General.

24 2. Respondent JOHN CHAO ("Respondent") is representing himself in this proceeding  
25 and has chosen not to exercise his right to be represented by counsel.

26 3. On or about September 28, 2015, Respondent filed an application dated May 19,  
27 2015, with the Respiratory Care Board to obtain a Respiratory Care Practitioner License.

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1 **JURISDICTION**

2 4. Statement of Issues No. 7002016000221 was filed before the Respiratory Care Board  
3 (Board), Department of Consumer Affairs, and is currently pending against Respondent. The  
4 Statement of Issues and all other statutorily required documents were properly served on  
5 Respondent on June 15, 2016. A copy of Statement of Issues No. 7002016000221 is attached as  
6 Exhibit "A," and incorporated herein by reference.

7 **ADVISEMENT AND WAIVERS**

8 5. Respondent has carefully read, and understands the charges and allegations in  
9 Statement of Issues No. 7002016000221. Respondent has also carefully read, and understands  
10 the effects of this Stipulated Settlement and Disciplinary Order.

11 6. Respondent is fully aware of his legal rights in this matter, including the right to a  
12 hearing on the charges and allegations in the Statement of Issues; the right to be represented by  
13 counsel at his own expense; the right to confront and cross-examine the witnesses against him;  
14 the right to present evidence and to testify on his own behalf; the right to the issuance of  
15 subpoenas to compel the attendance of witnesses and the production of documents; the right to  
16 reconsideration and court review of an adverse decision; and all other rights accorded by the  
17 California Administrative Procedure Act and other applicable laws.

18 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
19 every right set forth above.

20 **CULPABILITY**

21 8. Respondent admits the truth of each and every charge and allegation in Statement of  
22 Issues No. 7002016000221.

23 9. Respondent agrees that the allegations contained in Statement of Issues No.  
24 7002016000221 constitute grounds to deny Respondent a Respiratory Care Practitioner License.  
25 Respondent further agrees to be bound by the Board's probationary terms as set forth in the  
26 Disciplinary Order below.

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1 CONTINGENCY

2 10. The parties agree that this Stipulated Settlement and Disciplinary Order shall be  
3 submitted to the Board for its consideration in the above-entitled matter and, further, that the  
4 Board shall have a reasonable period of time in which to consider and act on this Stipulated  
5 Settlement and Disciplinary Order after receiving it. By signing this stipulation Respondent fully  
6 understands and agrees that he may not withdraw his agreement or seek to rescind this stipulation  
7 prior to the time the Board considers and acts upon it.

8 11. The parties agree that this Stipulated Settlement and Disciplinary Order shall be null  
9 and void and not binding upon the parties unless approved and adopted by the Board, except for  
10 this paragraph, which shall remain in full force and effect. Respondent fully understands and  
11 agrees that in deciding whether or not to approve and adopt this Stipulated Settlement and  
12 Disciplinary Order, the Board may receive oral and written communications from its staff and/or  
13 the Attorney General's office. Communications pursuant to this paragraph shall not disqualify the  
14 Board, any member thereof, and/or any other person from future participation in this or any other  
15 matter affecting or involving Respondent. In the event that the Board, in its discretion, does not  
16 approve and adopt this Stipulated Settlement and Disciplinary Order, with the exception of this  
17 paragraph, it shall not become effective, shall be of no evidentiary value whatsoever, and shall  
18 not be relied upon or introduced in any disciplinary action by either party hereto. Respondent  
19 further agrees that should the Board reject this Stipulated Settlement and Disciplinary Order for  
20 any reason, Respondent will assert no claim that the Board, or any member thereof, was  
21 prejudiced by its/his/her review, discussion and/or consideration of this Stipulated Settlement and  
22 Disciplinary Order or of any matter or matters related hereto.

23 ADDITIONAL PROVISIONS

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

27 13. The parties agree that copies of this Stipulated Settlement and Disciplinary Order,  
28 including copies of the signatures of the parties, may be used in lieu of original documents and

1 signatures and, further, that copies shall have the same force and effect as originals.

2 14. In consideration of the foregoing admissions and stipulations, the parties agree the  
3 Board may, without further notice to or opportunity to be heard by Respondent, issue and enter  
4 the following Disciplinary Order:

5 **DISCIPLINARY ORDER**

6 IT IS HEREBY ORDERED that the application of Respondent JOHN CHAO for a license  
7 as a Respiratory Care Practitioner is granted, however the Respiratory Care Practitioner License  
8 shall be immediately revoked, with the revocation stayed, and Respondent placed on probation  
9 with the Board for a period of three (3) years from the effective date of this Decision and Order,  
10 based on the following terms and conditions:

11 1. **OBEY ALL LAWS** Respondent shall obey all laws, whether federal, state, or local.  
12 The Respondent shall also obey all regulations governing the practice of respiratory care in  
13 California.

14 Respondent shall notify the Board in writing within three (3) days of any incident resulting  
15 in his arrest, or charges filed against, or a citation issued against, Respondent.

16 2. **QUARTERLY REPORTS** Respondent shall file quarterly reports of compliance  
17 under penalty of perjury, on forms to be provided, to the probation monitor assigned by the  
18 Board. Omission or falsification in any manner of any information on these reports shall  
19 constitute a violation of probation and shall result in the filing of an accusation and/or a petition  
20 to revoke probation against Respondent's respiratory care practitioner license.

21 Quarterly report forms will be provided by the Board. Respondent is responsible for  
22 contacting the Board to obtain additional forms if needed. Quarterly reports are due for each year  
23 of probation and the entire length of probation as follows:

- 24 • For the period covering January 1st through March 31st, reports are to be  
25 completed and submitted between April 1st and April 7th.
- 26 • For the period covering April 1st through June 30th, reports are to be completed  
27 and submitted between July 1st and July 7th.
- 28 • For the period covering July 1st through September 30th, reports are to be

1 completed and submitted between October 1st and October 7th.

- 2 • For the period covering October 1st through December 31st, reports are to be  
3 completed and submitted between January 1st and January 7th.

4 3. **PROBATION MONITORING PROGRAM** Respondent shall comply with  
5 requirements of the Board appointed probation monitoring program, and shall, upon reasonable  
6 request, report to or appear to a local venue as directed.

7 Respondent shall claim all certified mail issued by the Board, respond to all notices of  
8 reasonable requests timely, appear as requested by the Board, and submit Annual Reports,  
9 Identification Update reports or other reports similar in nature, as requested and directed by the  
10 Board or its representative.

11 Respondent shall provide to the Board the names, physical work addresses, work mailing  
12 addresses, telephone numbers, and e-mail addresses of all employers, human resources personnel,  
13 directors, managers, supervisors, and contractors, and any person providing direct supervision,  
14 and shall give specific, written consent that the Respondent authorizes the Board and its  
15 representatives and the employers, human resources personnel, directors, managers, supervisors,  
16 and contractors, and any person providing direct supervision, to communicate regarding the  
17 Respondent's work status, performance, and monitoring. Monitoring includes, but is not limited  
18 to, any violation or potential violation of any probationary term and condition.

19 Respondent is encouraged to contact the Board's Probation Program at any time he has a  
20 question or concern regarding his terms and conditions of probation.

21 4. **PROBATION MONITORING COSTS** All costs incurred for probation  
22 monitoring during the entire probation shall be paid by the Respondent. The monthly cost may be  
23 adjusted as expenses are reduced or increased. Respondent's failure to comply with all terms and  
24 conditions may also cause this amount to be increased. Probation monitoring costs will not be  
25 tolled.

26 All payments for costs are to be sent directly to the Respiratory Care Board and must be  
27 received by the date(s) specified. (Periods of tolling will not toll the probation monitoring costs  
28 incurred.)

1 If Respondent is unable to submit costs for any month, he shall be required, instead to  
2 submit an explanation of why he is unable to submit the costs, and the date(s) he will be able to  
3 submit the costs including payment amount(s). Supporting documentation and evidence of why  
4 the Respondent is unable to make such payment(s) must accompany this submission.

5 Respondent understands that failure to submit costs timely is a violation of probation and  
6 submission of evidence demonstrating financial hardship does not preclude the Board from  
7 pursuing further disciplinary action. However, Respondent understands that by providing  
8 evidence and supporting documentation of financial hardship it may delay further disciplinary  
9 action.

10 In addition to any other disciplinary action taken by the Board, an unrestricted license will  
11 not be issued at the end of the probationary period and the respiratory care practitioner license  
12 will not be renewed, until such time all probation monitoring costs have been paid.

13 The filing of bankruptcy by the Respondent shall not relieve the Respondent of his  
14 responsibility to reimburse the Board for costs incurred.

15 5. **EMPLOYMENT REQUIREMENT** Respondent shall be employed a minimum of  
16 24 hours per week as a respiratory care practitioner for a minimum of 2/3 of his probation period.

17 Respondent may substitute successful completion of a minimum of 30 additional  
18 continuing education hours, beyond that which is required for license renewal, for each eight (8)  
19 months of employment required. Respondent shall submit proof to the Board of successful  
20 completion of all continuing education requirements. Respondent is responsible for paying all  
21 costs associated with fulfilling this term and condition of probation.

22 6. **NOTICE TO EMPLOYER** Respondent shall be required to inform all current and  
23 subsequent employers, directors, managers, supervisors, and contractors during the probation  
24 period, of the discipline imposed by this decision by providing his current and subsequent human  
25 resources personnel, directors, managers, supervisors, and contractors with a complete copy of  
26 the decision and order, and the Statement of Issues in this matter prior to the beginning of or  
27 returning to employment or within three (3) days from each change in a supervisor or director.

28 If Respondent is employed by or through a registry, Respondent shall also make each

1 hospital or establishment to which he is sent aware of the discipline imposed by this decision by  
2 providing his human resources personnel, manager, and supervisor for each shift, at each hospital  
3 or establishment with a copy of this decision, and the Statement of Issues in this matter prior to  
4 the beginning of employment. This must be done each time there is a change in supervisors or  
5 administrators.

6 The employer will then inform the Board, in writing, that he/she is aware of the discipline,  
7 on forms to be provided to the Respondent. Respondent is responsible for contacting the Board to  
8 obtain additional forms if needed. All reports completed by the employer must be submitted from  
9 the employer directly to the Board.

10 In addition, any employer, director, manager, supervisor or contractor, shall report to the  
11 Board immediately, within 24 hours, if he/she suspects Respondent is under the influence of  
12 alcohol or any substance or has had any occurrence of substance abuse.

13 **7. SUPERVISOR QUARTERLY REPORTS** Supervisor Quarterly Reports of  
14 Performance are due for each year of probation and the entire length of probation from each  
15 employer, as follows:

- 16 • For the period covering January 1st through March 31st, reports are to be  
17 completed and submitted between April 1st and April 7th.
- 18 • For the period covering April 1st through June 30th, reports are to be completed  
19 and submitted between July 1st and July 7th.
- 20 • For the period covering July 1st through September 30th, reports are to be  
21 completed and submitted between October 1st and October 7th.
- 22 • For the period covering October 1st through December 31st, reports are to be  
23 completed and submitted between January 1st and January 7th.

24 Respondent is ultimately responsible for ensuring his employer(s) submits complete and  
25 timely reports.

26 **8. CHANGES OF EMPLOYMENT OR RESIDENCE** Respondent shall notify the  
27 Board, and appointed probation monitor, in writing, of any and all changes of employment,  
28 location, and address within three (3) days of such change. This includes but is not limited to

1 applying for employment, termination or resignation from employment, change in employment  
2 status, change in supervisors, administrators or directors.

3 Respondent shall also notify his probation monitor AND the Board IN WRITING of any  
4 changes of residence or mailing address within three (3) days. P.O. Boxes are accepted for  
5 mailing purposes, however the Respondent must also provide his physical residence address as  
6 well.

7 **9. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE** Periods of  
8 residency or practice outside California, whether the periods of residency or practice are  
9 temporary or permanent, will toll the probation period but will not toll the obey all laws, quarterly  
10 reports, probation monitoring program, probation monitoring costs, or cost recovery  
11 requirements. Travel out of California for more than 30 days must be reported to the Board in  
12 writing prior to departure. Respondent shall notify the Board, in writing, within three (3) days,  
13 upon his return to California and prior to the commencement of any employment where  
14 representation as a respiratory care practitioner is/was provided.

15 **10. VIOLATION OF PROBATION** If Respondent commits a "Major Violation," as  
16 identified in the Disciplinary Guidelines, incorporated by reference pursuant to section 1399.374,  
17 he shall receive a notice to cease the practice of respiratory care, as directed by the Board. The  
18 Board shall attempt to contact Respondent by electronic and/or telephonic means to advise him of  
19 the notice to cease practice and shall deliver such notice by certified and regular mail. The Board  
20 shall update its licensing database to reflect the status of the license.

21 If the Respondent is ordered to cease practice, he may file a written appeal, within 10 days  
22 of the date of the notice to cease practice, to provide additional evidence disputing the finding of  
23 the violation(s) that was cause for the notice to cease practice. The Executive Officer will review  
24 the appeal and make a determination in the matter, within 10 days from the date the written  
25 appeal and all supporting evidence or documentation is received. The probationer shall be  
26 notified of the outcome by certified mail.

27 Respondent shall not resume the practice of respiratory care until a final decision on an  
28 accusation and/or petition to revoke probation is made or until such time as the Board delivers

1 written notification that the notice to cease practice has been dissolved. The cessation of practice  
2 shall not apply to the reduction of the probationary time period.

3 The Board will contact the Respondent and his employers, human resources personnel,  
4 directors, managers, supervisors, and contractors and notify them that Respondent has been issued  
5 a notice to cease practice.

6 In addition, if Respondent violates any term of the probation in any respect, the Board, after  
7 giving Respondent notice and the opportunity to be heard, may revoke probation and carry out the  
8 disciplinary order that was stayed.

9 If a petition to revoke probation is filed against Respondent during probation, the Board  
10 shall have continuing jurisdiction and the period of probation shall be extended until the matter is  
11 final. No petition for modification of penalty shall be considered while there is an accusation or  
12 petition to revoke probation or other penalty pending against Respondent.

13 **11. COMPLETION OF PROBATION** Upon successful completion of probation,  
14 Respondent's license shall be fully restored.

15 **12. VALID LICENSE STATUS** Respondent shall maintain a current, active and valid  
16 license for the length of the probation period. Failure to pay all fees and meet CE requirements  
17 prior to his license expiration date shall constitute a violation of probation.

18 **13. SURRENDER OF LICENSE** Following the effective date of this decision, if  
19 Respondent ceases practicing due to retirement, health reasons or is otherwise unable to satisfy  
20 the terms and conditions of probation, he may request the voluntary surrender of his license. The  
21 Board reserves the right to evaluate Respondent's request and to exercise its discretion whether or  
22 not to grant the request or take any other action deemed appropriate and reasonable under the  
23 circumstances. Upon formal acceptance of the surrender, within 15 calendar days, Respondent  
24 shall deliver his wallet and wall certificate to the Board or its designee and he shall no longer  
25 practice respiratory care. Respondent shall no longer be subject to the terms and conditions of  
26 probation and the surrender of Respondent's license shall be deemed disciplinary action. If  
27 Respondent reapplies for a respiratory care license, the application shall be treated as a petition  
28 for reinstatement of a revoked license.

1           14.   **WORK SCHEDULES** Respondent shall be required to submit to the probation  
2 monitor work schedules on a weekly/monthly basis for the length of probation for each and every  
3 place of employment. Respondent shall ensure the Board has a copy of her/his current work  
4 schedule at all times for each place of employment.

5           15.   **BIOLOGICAL FLUID TESTING** Respondent, at his expense, shall participate in  
6 random testing, including but not limited to biological fluid testing (i.e. urine, blood, saliva),  
7 breathalyzer, hair follicle testing, and/or any drug screening program approved by the Board.

8           Respondent shall be required to make daily contact, to determine if he is required to submit  
9 a specimen for testing, each day, including weekends, holidays, and vacations in or outside of  
10 California, at a lab approved by the Board. Board representatives may also appear unannounced,  
11 at any time to collect a specimen. All collections will be observed.

12           At all times, Respondent shall fully cooperate with the Board or any of its representatives,  
13 and shall, when directed, appear for testing as requested and submit to such tests and samples for  
14 the detection of alcohol, narcotics, hypnotic, dangerous drugs or other controlled substances. All  
15 alternative testing sites, due to vacation or travel outside of California must be approved by the  
16 Board, 30 days prior to the vacation or travel.

17           If Respondent is unable to provide a specimen in a reasonable amount of time from the  
18 request, while at the work site, Respondent understands that any Board representative may  
19 request from the supervisor, manager or director on duty to observe Respondent in a manner that  
20 does not interrupt or jeopardize patient care in any manner until such time Respondent provides a  
21 specimen acceptable to the Board.

22           If Respondent tests positive for a banned substance (including testing positive for ETG), the  
23 Board will contact the Respondent and his employers, human resources personnel, directors,  
24 managers, supervisors, and/or contractors and notify them of the positive test, including the  
25 substance(s) and levels detected. Thereafter, the Board may contact the specimen collector,  
26 laboratory, Respondent, treating physician, treatment provider and/or support group facilitators to  
27 determine whether the positive test is evidence of prohibited use. If the Board determines the  
28 positive test is not evidence of prohibited use, the Board shall inform the Respondent and others

1 previously contacted, that the positive test was not a violation of his probationary order.

2       **16. ABSTENTION FROM USE OF MOOD ALTERING SUBSTANCES** For  
3 purposes of these terms and conditions, a banned substance includes alcohol, marijuana,  
4 controlled substances and any and all other mood altering drugs and substances. Respondent  
5 shall completely abstain from the possession or use of all banned substances and their associated  
6 paraphernalia. Respondent may take other medication when lawfully prescribed by a licensed  
7 practitioner as part of a documented medical treatment. Respondent shall provide the Board a  
8 copy of a prescription within five (5) days of the date the prescription was filled.

9       Respondent shall execute a release authorizing the release of pharmacy and prescribing  
10 records as well as physical and mental health medical records. Respondent shall also provide  
11 information of treating physicians, counselors or any other treating professional as requested by  
12 the Board.

13       Respondent shall ensure that he is not in the presence of or in the same physical location as  
14 individuals who are using illegal substances, even if Respondent is not personally ingesting the  
15 drug(s). Respondent shall also ensure he is not ingesting or using any product that contains trace  
16 amounts of alcohol or any other banned substances (including, but not limited to: cold/flu  
17 medications, cough syrups, diet pills/products, mouth wash, skin care or hygiene products,  
18 perfumes, poppy seeds, dessert or any foods, etc...).

19       Any positive result that registers over the established laboratory cutoff level for a banned  
20 substance, shall be reported to each of Respondent's employers.

21       **17. RESTRICTION OF PRACTICE** Respondent may not be employed or function as  
22 a member of respiratory care management or supervisory staff during the entire length of  
23 probation. This includes lead functions. Respondent is prohibited from working as part of a  
24 transport team. Respondent is also prohibited from providing instruction or supervision to  
25 respiratory care students or applicants whether in a clinical or classroom setting.

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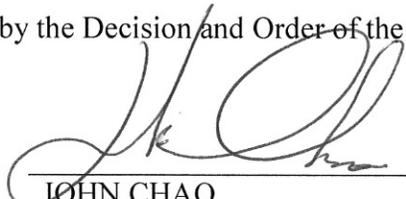
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**ACCEPTANCE**

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on a Respiratory Care Practitioner License issued to me. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Respiratory Care Board.

DATED:

7/25/16



JOHN CHAO  
*Respondent*

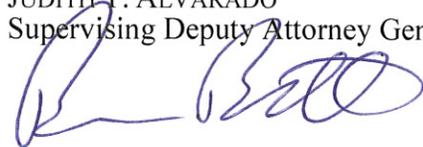
**ENDORSEMENT**

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

Dated: 8-4-16

Respectfully submitted,

KAMALA D. HARRIS  
Attorney General of California  
JUDITH T. ALVARADO  
Supervising Deputy Attorney General



BRIAN D. BILL  
Deputy Attorney General  
*Attorneys for Complainant*

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