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PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Resolution ALJ-395
Administrative Law Judge Division
January 14, 2021

R E S O L U T I O N

RESOLUTION ALJ-395. Resolves K.20-03-012 the Appeal of Belmont Village Calabasas, LLC (PSG-5091) from Citation F-5643 issued by the California Public Utilities Commission, Transportation Enforcement Branch on February 28, 2020.

SUMMARY

This resolution resolves K.20-03-012 by approving the settlement agreement and dismissing Citation F-5643, issued on February 28, 2020 by the California Public Utilities Commission, Consumer Protection and Enforcement Division, Transportation Enforcement Branch. This proceeding is closed.

BACKGROUND

Belmont Village Calabasas, LLC (Belmont) is a Delaware corporation operating in California. Belmont owns a senior living center in Calabasas, California which provides complimentary transportation to its residents funded by those residents' rents and fees. Belmont transports its residents using one 15-passenger capacity bus.[1]

Belmont was previously authorized to operate under the California Public Utilities Commission's (Commission) authority as a charter-party carrier of passengers under permit PSG 37972-Z, for which the Commission denied reinstatement on

[1] CPED Compliance Filing, Case Summary, Attach. 2 at 5.

February 12, 2019 due to a worker's compensation issue.[2] Belmont also filed a new permit application, PSG 38082-Z, which has been in pending status since June 4, 2018.[3]

On July 18, 2019, the California Highway Patrol (CHP) conducted terminal inspections of Belmont's senior living center and rated Belmont's terminal unsatisfactory for failure to 1) enroll both Belmont and its driver in the California Department of Motor Vehicles (DMV) Employer Pull Notice Program and 2) obtain authority from the Commission prior to operating as a passenger charter-party carrier of passengers and notified the Commission of Belmont's potential noncompliance.[4]

Upon review of Belmont's daily vehicle inspection report, the Commission's Consumer Protection and Enforcement Division, Transportation and Enforcement Division (CPED) determined that Belmont operated as a charter party carrier of passengers without obtaining authority from the Commission.[5] Specifically, on four separate days during June 17-22, 2019, Belmont provided non-medical transport services to Belmont's residents, in violation of the Passenger Charter-party Carriers' Act.[6]

On September 16, 2019, CPED sent Belmont a "cease and desist" notice informing Belmont it was in violation of Section 5414.5 of the California Public Utilities Code[7] for advertising its unauthorized transportation services. The "cease and desist" notice also directed Belmont to immediately cease and desist advertisement and operation of their transportation service, punishable by a fine of $5,000 and/or up to three months imprisonment.[8]

By letter dated September 27, 2019, Belmont rejected the Commission's authority over its transportation services and stated it would continue to operate without Commission approval.[9] On September 30, 2019, the CHP's reinspection of Belmont's terminal found Belmont's satisfactory with regard to DMV compliance but not Commission authority of operate.

On February 28, 2020, CPED issued citation F-5643, fining Belmont $3,000 for four counts of operating as an unlicensed charter-party carrier of passengers in violation of Section 5371 and two counts of advertising as a charter party without having a valid

[2] *Id.*, Case Summary, Attach. 3 at 1.

[3] *Ibid.*

[4] *Id.*, Case Summary, Attach. 2 at 1, 5-6 and 10.

[5] CHP provided the CPED staff with daily vehicle inspection reports.

[6] CPED Compliance Filing, Case Summary at 4.

[7] All references to "Section" or "Sections" herein refer to the California Public Utilities Code.

[8] *Id.*, Case Summary, Attach. 3 at 2.

[9] CPED Supplemental Compliance Filing.

permit in violation of Section 5414.5. Belmont filed an appeal to citation F-5643 on March 20, 2020 (Appeal). CPED filed a compliance filing to the Appeal in accordance with Resolution ALJ-299 on April 1, 2020.

Due to the temporary suspension of in-person appeal hearings resulting from the Coronavirus Disease 2019 (COVID-19) pandemic, the assigned Administrative Law Judge (ALJ) (ALJ Kline) issued a ruling setting a telephonic status conference by ruling dated, April 10, 2020. A status conference was held on April 17, 2020. ALJ Kline granted Belmont's oral motion to stay CPED's "cease and desist" order during the pendency of this proceeding by ruling, dated April 20, 2020.

Subsequently, the parties briefed Belmont's jurisdictional challenge to the Commission's authority to regulate its transportation services. Parties filed opening briefs on June 3, 2020 and reply briefs June 17, 2020. On June 29, 2020, ALJ Kline found that the Commission may regulate charter party carriers of passengers pursuant to the Passenger Charter-party Carriers' Act even when those same carriers are concurrently regulated by the DMV as private carriers of passengers pursuant to the Private Carriers of Passengers Registration Act.

Evidentiary hearings were also scheduled in this proceeding but ultimately taken off-calendar in response to the parties' settlement agreement. ALJ Kline set a citation appeal hearing for September 8, 2020, then reset the hearing for October 19, 2020 at Belmont's request. Upon CPED's email communication that the parties reached a settlement agreement, ALJ Kline took the citation appeal hearing off-calendar by ruling, dated October 6, 2020. CPED and Belmont (the "Settling Parties") filed a joint motion for approval of a settlement agreement resolving all contested issues in this proceeding (Settlement Agreement) on November 12, 2020.

REGULATORY AUTHORITY

The Commission regulates charter-party carriers of passengers primarily pursuant to the Passenger Charter-party Carriers' Act.[10] This authority is separate and distinct from the authority to register private carriers of passengers pursuant to the Private Carriers of Passengers Registration Act.[11] The authority to regulate private carriers of passengers was transferred from the Commission to the DMV on July 1, 2018 pursuant to Senate Bill 19.

Pursuant to Resolution ALJ-187, issued by the Commission on September 22, 2005, CPED is authorized to issue citations to various classes of transportation carriers for violation of the California Public Utilities Code and Commission orders. In turn, a

10 Pub. Util. Code § 5351, *et seq.*

11 Vehicle Code § 34680, *et seq.*

carrier issued such a citation may accept the fine imposed or contest it through a process of appeal under Resolution ALJ-299, as modified by Resolution ALJ-377.[12]

RESOLUTION OF THE APPEAL

In evaluating the Settlement Agreement, the Commission is guided by Rule 12.1(d).[13] The Commission historically favored settlement agreements as a means of resolving contested issues where the settlement agreement was reasonable in light of the record, consistent with the law, and in the public interest. The Settlement Agreement, included in this resolution as Attachment A, satisfies these criteria. Accordingly, this resolution adopts the Settlement Agreement and dismisses Belmont's citation. Dismissal of citation F-5643 is conditioned on Belmont and CPED's compliance with the terms of the Settlement Agreement as ordered herein.

The Commission favors settlements that are fair and reasonable in light of the record as a whole. The record in this proceeding consists of the citation appeal, CPED's compliance filing, CPED and Belmont's briefs on jurisdictional issues, case management statements, and the Settlement Agreement. It provides a clear and succinct description of the facts and law at issue between Belmont and CPED. The Settlement Agreement reasonably resolves the question of Belmont's compliance with the Commission's rules because Belmont agrees that it may be considered a charter party of carrier of passengers subject to the Commission's authority. Belmont agrees to submit a "Z" permit application pursuant to Section 5384(a) within 45 days of the full execution of the settlement agreement and CPED agrees to review Belmont's "Z" permit application within 90 days of receipt of a complete application. In the interim, Belmont agrees to operate its shuttle services solely for transportation of its residents for medical, including dental, treatment pursuant to Section 5353(i). Belmont will be held responsible for a penalty of $2,000, which we find reasonable in light of the record as a whole.

The Settlement Agreement does not contravene any statutory provisions or prior Commission decisions, and it provides sufficient information for the Commission to discharge future regulatory obligations. The Settlement Agreement requirement for Belmont to obtain a "Z" permit to operate its private shuttle service for the recreational use of its senior living center residents is consistent with the requirements of Section 5371 because Belmont's shuttle service does not hold itself out to the general public and is incidental to its business of operating the senior living center. Restricting Belmont's transportation services to medical transport through the duration of Belmont's "Z" permit application complies with the exemption to the Passenger Charter-party Carriers

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[12] ALJ-377, issued on April 28, 2020, makes the citation appellate rules and General Order 156 appellate rules permanent, as modified.

[13] All references to "Rule" or "Rules" herein shall refer to the Commission's Rules of Practice and Procedure.

Act pursuant to Section 5353(i). Belmont's agreement to seek Commission authority to operate prior to resuming its recreational transportation shuttle service ensures full compliance with the Public Utilities Code and the Commission's General Orders to regulate the operations of charter party carriers of passengers' transportation services. The Settlement Agreement does not constitute a precedent regarding any principle or issue in this proceeding or any future proceeding.

The Settlement Agreement is in the public interest. Prior to the Settlement Agreement, Belmont and CPED disputed whether Belmont was a charter party carrier of passengers subject to the Commission's jurisdiction. Belmont asserted its operations fell under the exclusive jurisdiction of the DMV under an active Private Carrier of Passengers Certificate. The Settlement Agreement promotes the public interest by avoiding costly and protracted litigation. It conserves the resources of CPED and Belmont by avoiding the need for a citation appeal hearing. It also commands the unanimous sponsorship of CPED and Belmont, the only two active parties to this proceeding.

Approving the Settlement Agreement holds Belmont accountable for the consequences of its prior violation of Commission rules by assessing a penalty payment. In assessing the reasonableness of the $2,000 penalty payment under the Settlement Agreement, we look to the criteria in Decision (D.) 98-12-075 to determine its reasonableness, including 1) the severity of the offense, 2) the conduct of the utility, 3) totality of the circumstances, 4) financial resources of the utility, and 5) the role of precedent.

First, we consider the severity of the offense. The size of the fine should be proportionate to the severity of the offense, based on the level of physical harm, harm to the regulatory process, and the number and scope of violations. It is also appropriate to consider the size of the utility and experience before the Commission.

Belmont's violation did not result in physical harm. No economic harm was imposed on residents of Belmont and any economic benefit from Belmont's lapse in safety inspections and failure to obtain Commission authorization are recouped by the proposed penalty. However, we find there is harm to the regulatory process as a result of Belmont's actions. Compliance is necessary for the proper functioning of the regulatory process. Therefore, the Commission imposes a fine here to express disapproval of Belmont's operation without Commission authority.

Second, we consider the utility's conduct to prevent, detect, disclose and rectify the violation. Belmont operated its shuttle service without authority from the Commission pursuant to the Passenger Charter-party Carriers' Act. Belmont opposed multiple efforts by the CHP and CPED to avoid noncompliance. During that time, it rejected the Commission's authority to license the passenger transportation services in correspondence sent to CPED.

Third, we consider the utility's financial resources. Belmont owns a senior living center and has operated a single vehicle to transport its residents. Its operations are small compared to other charter party carriers of passenger regulated by the Commission. A penalty of $2,000 is significant for a smaller company but will not impact Belmont's ability to continue operation of its business. Furthermore, Belmont does not object to the penalty amount as unreasonable.

Fourth, we consider the public interest in assessing a penalty, the public interest was harmed when Belmont operated in California without a license from the Commission. The purpose of the Passenger Charter-party Carriers' Act is "to secure to the people adequate and dependable transportation by carriers operating upon the highways" and "promote carrier and public safety through its safety enforcement regulations," among other things.[14] By avoiding Commission authority over its operations, Belmont avoided requirements implemented under the Passenger Charter-party Carrier's Act to promote safe and dependable transportation services to Belmont's senior living center residents. Therefore, the public interest weighs in favor of assessing a penalty for Belmont's noncompliance.

Fifth, we consider the totality of the circumstances. In D.98-12-075, the Commission held that a fine should be tailored to the unique facts of that case. In assessing the unique facts of each case, the Commission stated that it would consider the following factors: 1) the degree of wrongdoing, the Commission will review facts that tend to mitigate the degree of wrongdoing as well as facts that exacerbate the wrongdoing and 2) the public interest; in all cases, the harm will be evaluated from the perspective of the public interest.

The facts in this case indicate that the degree of wrongdoing, though serious, was not egregious. Though Belmont's operation without a permit was serious because it was intentional and deliberate, Belmont now intends to seek a "Z" permit prior and agrees that the Commission has the authority to regulate its passenger transportation operations.

Finally, we consider Commission precedent. CPED represents that it considered the range of fines assessed in several other settlements when settling on the $2,000 penalty amount, and found them comparable. CPED believes the penalty will be sufficient to serve as an effective deterrent from future violations.

Considering the five factors in D.98-12-075, we find the penalty amount of $2,000 reasonable. We also adopt the Settlement Agreement because it is reasonable in light of the record as a whole, consistent with the law, and in the public interest.

The parties' joint motion for Commission approval of the Settlement Agreement is granted. Belmont shall pay $2,000 to the General Fund within 45 days of the effective date of this resolution. Belmont shall apply for a "Z" permit application pursuant to

[14] Pub. Util. Code § 5352.

Section 5371 no later than 45 days from the execution date of the settlement agreements. During the pendency of Belmont's "Z" permit application, Belmont will be allowed to transport its residents exclusively for medical, including dental, treatment pursuant to Section 5353(i).

Belmont's citation appeal is dismissed with prejudice because the Settlement Agreement resolves all disputed issues before the Commission. CPED shall withdraw its notice to cease and desist operations, dated September 16, 2019, within 20 days of the effective date of this resolution.

SAFETY

The Commission has broad authority to regulate charter party carriers of passengers, particularly with regard to safety concerns. Affirming citation F-5643 is consistent with the Commission's authority to ensure charter-party carriers of passengers are meeting their regulatory obligations.

COMMENTS

With the resolution's adoption of the Settlement Agreement, this is now an uncontested matter in which the resolution grants the relief requested. Accordingly, pursuant to Section 311(g)(2) and Rule 14.6(c)(2), the otherwise applicable 30-day period for public review and comment is waived.

FINDINGS OF FACT

1. Belmont Village Calabasas, LLC is a Delaware corporation operating in California.
2. Belmont owns a senior living center located in Calabasas, California.
3. The senior living center operates a residential shuttle service, funded by monthly resident rents and fees, which provides transportation for recreational activities and medical appointments.
4. Belmont transports its residents using a 15-passenger capacity van.
5. Belmont was authorized to operate under the Commission's authority as a Charter Party Carrier under permit PSG 37972-Z, for which the Commission denied reinstatement on February 12, 2019 due to a worker's compensation issue.
6. Belmont filed a new "Z"-permit application, PSG 38082-Z, which has been in pending status at the Commission since June 4, 2018.
7. On July 18, 2019, CHP conducted terminal inspections of the Belmont senior living center and rated the terminal unsatisfactory for failure to enroll Belmont and a driver in the DMV Employer Pull Program and noncompliance with Commission operating authority pursuant to Section 5387.

8. The CHP informed Belmont and the Commission of the terminal's noncompliance with DMV and Commission requirements.
9. CPED conducted a document review of Belmont's daily vehicle inspection reports and found Belmont provided non-medical transportation services to Belmont's residents on at least four days in the period between June 17-22, 2019.
10. On September 16, 2020, CPED sent Belmont a letter ordering Belmont to immediately cease advertisements and transportation operations without authority, punishable by a fine of up to $5,000 and/or imprisonment of up to three months.
11. By letter dated September 27, 2019, Belmont stated it would continue to operate without Commission authority and that the DMV had exclusive jurisdiction to regulate Belmont's transportation services.
12. On February 28, 2020, CPED issued Citation F-5643 of $3,000 to Belmont for operating without a passenger carrier service without Commission authority.
13. On March 20, 2020, Belmont filed an appeal to citation F-5643.
14. Belmont and CPED submitted a Settlement Agreement for Commission approval.

CONCLUSIONS OF LAW

1. Belmont operated as a charter-party carrier of passengers subject to the Commission's jurisdiction under Public Utilities Code §§ 5371 and 5414.5.
2. The Settlement Agreement between Belmont and CPED complies with Rule 12.1 and is 1) reasonable in light of the record, 2) consistent with the law and 3) in the public interest.
3. With the adoption of the Settlement Agreement, this proceeding is an uncontested matter.
4. The penalty of $2,000 reached in the Settlement Agreement is reasonable in light of the criteria in D.98-12-075, including 1) severity of the offense, 2) conduct of the utility, 3) totality of the circumstances, 4) financial resources of the utility and 5) the role of precedent.
5. The Settlement Agreement should be approved and adopted.
6. Belmont should pay a penalty of $2,000 within 45 days of the effective date of this resolution.
7. Belmont should submit a "Z" permit application within 45 days of the effective date of this resolution.
8. CPED should review Belmont's "Z" permit application within 45 days of receipt of Belmont's complete application.

9. CPED should withdraw its "cease and desist" order, dated September 16, 2019, against Belmont within 20 days of the effective date of this resolution.
10. Belmont's appeal of citation F-5643 should be dismissed with prejudice.
11. This proceeding should be closed.

THEREFORE, IT IS ORDERED that:

1. The joint motion of Belmont Village Calabasas, LLC and the Consumer Protection and Enforcement Division of the California Public Utilities Commission (Commission), dated November 12, 2020, for Commission adoption of a settlement agreement pursuant to Article 12.1 of the Commission's Rules of Practice and Procedure is granted.
2. The settlement agreement between Belmont Village Calabasas, LLC and the Consumer Protection and Enforcement Division of the California Public Utilities Commission, as provided in Attachment A of this resolution, is approved and adopted.
3. The Consumer Protection and Enforcement Division of the California Public Utilities Commission and Belmont Village Calabasas, LLC must comply with the terms of the settlement agreement.
4. Belmont Village Calabasas, LLC (Belmont) must pay a penalty of $2,000 within 45 days of the effective date of this resolution. Payment shall be made by check or money order payable to the California Public Utilities Commission and mailed or delivered to the Commission's fiscal Office at 505 Van Ness Avenue, Room 3000, San Francisco CA 94102. Belmont shall write on the face of the check or money order "For deposit to the General Fund per resolution ALJ-395."
5. The Consumer Protection and Enforcement Division of the California Public Utilities Commission shall withdraw its "cease and desist" order, dated September 16, 2019, against Belmont Village Calabasas, LLC within 20 days of the effective date of this resolution.
6. The appeal of Belmont Village Calabasas, LLC is dismissed.
7. This proceeding is closed.

This resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed, and adopted at a conference of the Public Utilities Commission of the State of California held on January 14, 2021, the following Commissioners voting favorably thereon:

/s/ RACHEL PETERSON
Rachel Peterson
Executive Director

MARYBEL BATJER
President
MARTHA GUZMAN ACEVES
CLIFFORD RECHTSCHAFFEN
GENEVIEVE SHIROMA
Commissioners

ATTACHMENT A

SETTLEMENT AGREEMENT BETWEEN BELMONT VILLAGE CALABASAS, LLC AND THE CONSUMER PROTECTION AND ENFORCEMENT DIVISION OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION RESOLVING CITATION APPEAL K.20-03-012 AS TO CPED CITATION F-5643 ISSUED ON FEBRUARY 28, 2020

Belmont Village Calabasas, LLC, ("Belmont"), and the Consumer Protection and Enforcement Division ("CPED") of the California Public Utilities Commission ("CPUC" or "Commission") are hereinafter collectively referred to as the "Settling Parties". On the following terms and conditions, the Settling Parties hereby agree to settle, and fully resolve Citation Appeal K.20-03-012.

This Settlement Agreement shall become effective upon review and approval by the Commission in a written resolution upon filing of a Joint Motion for Approval of the Settlement by the Settling Parties within 15 days after the full execution of this Settlement Agreement. Prior to Commission approval of this Settlement Agreement, Belmont shall obtain a "Z" permit under Pub. Util. Code Section 5384(a), upon the full execution of this Settlement Agreement as required in Section IC.

This Settlement Agreement is entered into as a compromise of disputed claims and defenses in order to minimize the time, expense, and uncertainty of continued litigation. The Settling Parties agree to the following terms and conditions as a complete and final resolution of the Citation Appeal (K.20-03-012) filed by Belmont on March 20, 2020. This Settlement Agreement constitutes the sole agreement between the Settling Parties concerning the subject matter of this proceeding.

I. AGREEMENT

A. Belmont admits to the violations contained in Citation F-5643 as follows;

   - Conducted operations as a charter party carrier without first having obtained authority in violation of Pub. Util. Code Section 5371 (4 Counts).

   - Advertised as a charter party carrier without having a valid permit in violation of Pub. Util. Code Section 5414.5 (2 counts).

B. Belmont shall pay a reduced fine of $2000.00 (Two Thousand Dollars) of the original $3000.00 (Three Thousand Dollars) fine imposed by Citation F-5643 within 45 (forty-five) days from the date this settlement agreement is approved by the Commission.

C. Belmont will submit to the CPED a fully completed application for a "Z" permit (PUC 5384(a)), no later than 45 days from the full execution of this settlement agreement.

D. CPED will process Belmont's "Z" permit application within 90 days upon receipt of the fully completed "Z" permit application.

E. During the "Z" permit application process, Belmont will be allowed to transport its residents using its own vehicles, only and exclusively for medical, including dental, treatment pursuant to Public Utilities Code Section 5353(i).

F. Belmont will not transport its residents for non-medical treatment until after they have obtained a "Z" permit.

II. OTHER MATTERS

A. The Settling Parties agree to seek expeditious approval of this Settlement Agreement and the terms of the settlement, and to use their reasonable best efforts to secure Commission approval of it without change, including by filing a joint motion seeking approval of this Settlement Agreement and any other written filings, appearances, and other means as may be necessary to secure CPUC approval. The Settling Parties agree to actively and mutually defend this Settlement Agreement if its adoption is opposed by any other party in proceedings before the Commission. In accordance with Rule 12.6 of the Commission's Rules of Practice and Procedure, if this Settlement Agreement is not adopted by the Commission, its terms are inadmissible in any evidentiary hearing unless their admission is agreed to by the Settling Parties. In the event the Commission rejects or modifies the Settlement Agreement, Settling Parties reserve all rights set forth in Rule 12.4 of the Rules of Practice and Procedure. The provisions of this paragraph shall impose obligations on the Settling Parties immediately upon the execution of this Settlement Agreement.

B. Belmont also agrees to seek expeditious approval of this Settlement Agreement and the terms of this Settlement Agreement.

C. The Settling Parties have bargained in good faith to reach the agreement set forth herein. The Settling Parties intend the Settlement Agreement to be interpreted as a unified, interrelated agreement. The Settling Parties agree that no provision of this Settlement Agreement shall be construed against any of them because a particular party or its counsel drafted the provision. The representatives of the Settling Parties signing this Settlement Agreement are fully authorized to enter into this Settlement Agreement.

D. The rights conferred and obligations imposed on any of the Settling Parties by this Settlement Agreement shall inure to the benefit of or be binding on that Settling Party's successors in interest or assignees as if such successor or assignee was itself a party to this Settlement Agreement.

E. Should any dispute arise between the Settling Parties regarding the manner in which this Settlement Agreement or any term shall be implemented, the Settling Parties agree, prior to initiation of any other remedy, to work in good faith to resolve such differences in a manner consistent with both the express language and the intent of the Settling Parties in entering into this Settlement Agreement.

F. This Settlement Agreement is not intended by the Settling Parties to be precedent for any other proceeding, whether pending or instituted in the future. The Settling Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Each Settling Party expressly reserves its right to advocate, in other current and future proceedings, or in the event that the Settlement Agreement is rejected by the Commission, positions, principles, assumptions, arguments and methodologies which may be different than those underlying this Settlement Agreement, and the Settling Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against them.

G. The Settling Parties are prohibited from filing a petition for modification of a Commission decision approving this Settlement Agreement, in full or in part, regarding any issue resolved in this Settlement Agreement.

H. This Settlement Agreement may be executed in counterparts.

I. The Settling Parties hereby agree that this Settlement Agreement is entered into as a compromise of disputed claims and defenses in order to minimize the time, expense, and uncertainty of continued litigation in this proceeding.

J. Nothing in this Settlement Agreement relieves Belmont from any responsibilities imposed on it by law or Commission rules, orders, or decisions.

K. In reaching this Settlement Agreement, the Settling Parties expect and intend that neither the fact of this settlement nor any of its specific contents will be admissible as evidence of fault or liability in any other proceeding before the Commission, any other administrative body, or any court. In this regard, the Settling Parties are relying on Evidence Code Section 1152(a) and Public Utilities Code Section 315. Furthermore, such use of this Settlement Agreement or any of its contents in any other proceeding before the Commission, any other administrative body, or any court would frustrate and interfere with the Commission's stated policy preference for settlements rather than litigated outcomes. See Pub. Util. Code § 1759(a).

IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Settlement Agreement.

Date ______________

Consumer Protection and Enforcement Division /CPUC

By: ____________________________
KENNETH BRUNO - Program Manager
Transportation and Enforcement Branch – South

Date 10/9/2020

Belmont Village Calabasas, LLC (Belmont)

By: Leslie S White
Ms. Leslie White – General Counsel (Belmont)

assented to the terms of this Settlement Agreement only for the purpose of arriving at the settlement embodied in this Settlement Agreement. Each Settling Party expressly reserves its right to advocate, in other current and future proceedings, or in the event that the Settlement Agreement is rejected by the Commission, positions, principles, assumptions, arguments and methodologies which may be different than those underlying this Settlement Agreement, and the Settling Parties expressly declare that, as provided in Rule 12.5 of the Commission's Rules of Practice and Procedure, this Settlement Agreement should not be considered as a precedent for or against them.

G. The Settling Parties are prohibited from filing a petition for modification of a Commission decision approving this Settlement Agreement, in full or in part, regarding any issue resolved in this Settlement Agreement.

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IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Settlement Agreement.

Date 10/8/2020

Consumer Protection and Enforcement Division /CPUC

By: Kenneth B[signature]
KENNETH BRUNO - Program Manager
Transportation and Enforcement Branch – South

Date ______________

Belmont Village Calabasas, LLC (Belmont)

By: ______________________________
Ms. Leslie White – General Counsel (Belmont)