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LAURIE EDWARDS-TATE

10 UNITED STATES DISTRICT COURT  
11 SOUTHERN DISTRICT OF CALIFORNIA  
12 SAN DIEGO DIVISION

14 LAURIE EDWARDS-TATE, an  
individual,

15 Plaintiff,

16 vs.

17 PALOMAR HEALTH DISTRICT,

18 Defendant.

Case Number:

**VERIFIED COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE RELIEF**

1 Plaintiff, Palomar Health Board of Director Laurie Edwards-Tate (“Director Edwards-Tate”), by  
2 and through her attorneys, Dhillon Law Group Inc., for claims against the above-named Defendant  
3 Palomar Health District (“Palomar Health” or the “District”), alleges and avers as follows:

#### 4 INTRODUCTION

5 1. The Supreme Court has stated that “there can be no question but that the First  
6 Amendment protects expressions in opposition” to the prevailing views of the day, including when those  
7 views are expressed by elected officials. *Bond v. Floyd*, 385 U.S. 116, 132 (1966). “The manifest  
8 function of the First Amendment in a representative government requires that legislators be given the  
9 widest latitude to express their views on issues of policy,” *id.* at 135, because “debate on public issues  
10 should be uninhibited, robust, and wide open.” *New York Times v. Sullivan*, 376 U.S. 254, 270 (1964).

11 2. “Legislators have an obligation to take positions on controversial political questions so  
12 that their constituents can be fully informed by them, and be better able to assess their qualifications for  
13 office; also so they may be represented in governmental debates by the person they have elected to  
14 represent them.” *Bond*, 385 U.S. at 136.

15 3. Palomar Health’s policies prohibiting publicly elected Director Edwards-Tate from  
16 making public comments regarding District decisions on threat of sanctions violate the First Amendment  
17 and have necessitated this lawsuit.

#### 18 JURISDICTION AND VENUE

19 4. This Action arises under 42 U.S.C. § 1983 in relation to Palomar’s violation of Director  
20 Edwards-Tate’s First Amendment rights. This Court has federal question jurisdiction under 28 U.S.C.  
21 §§ 1331 and 1343. This Court has authority to award the requested declaratory relief under 28 U.S.C. §  
22 2201; the requested injunctive relief and damages under 28 U.S.C. § 1343(a); and attorneys’ fees and  
23 costs under 42 U.S.C. § 1988.

24 5. Venue is proper in this Court pursuant to 29 U.S.C. § 1391(b), because the events giving  
25 rise to the claims made herein occurred in this Judicial District, and Defendant Palomar has its principal  
26 place of business within this District.

#### 27 INTRADISTRICT ASSIGNMENT

28 6. This Action is properly assigned to the San Diego Division of the Court, as Defendant

1 Palomar Health has its principal place of business in San Diego County, California.

2 **PARTIES**

3 7. Ms. Laurie Edwards-Tate is an individual who resides in San Diego, California. She is a  
4 publicly elected official on the Palomar Health District Board of Directors.

5 8. Palomar Health District is a health care district organized under the laws of the State of  
6 California that conducts business in San Diego, California.

7 **RELEVANT FACTS**

8 9. Health care districts (of which the Palomar Health District is one) are creatures of state  
9 law and may only exercise the rights and powers granted by state statute. Cal. Health & Safety Code §  
10 32001.

11 10. Parameters for health care districts' board of directors are also outlined in state law. A  
12 health care district's board must have five members, each of whom shall be a registered voter residing  
13 in the district. Cal. Health & Safety Code § 32001. They serve four-year terms. *Id.* Director elections are  
14 governed by the state's Elections Code, and vacancies are required to be filled in accordance with the  
15 regulations in the Government Code. *Id.* Director compensation is governed by state law, and hospital  
16 boards must follow the requirements for open meetings outlined in the Ralph M. Brown Act. Cal. Health  
17 & Safety Code § 32103–32106.

18 11. Health care district board of directors are responsible for the operation of all health care  
19 facilities and must act “*according to the best interests of the public health* and shall make and enforce  
20 all rules, regulations and bylaws necessary for the administration, government, protection and  
21 maintenance of health care facilities.” Cal. Health & Safety Code § 32125.

22 12. Health care districts must establish their own treasury. Cal. Health & Safety Code § 32127.  
23 They can also exercise eminent domain and levy taxes. Cal. Health & Safety Code §§ 32002, 32121, 32200–  
24 32243.

25 13. Director Edwards-Tate was first elected to the Palomar Health Board of Directors in  
26 2018. As outlined in state law, she seeks to make decisions according to the best interests of the public  
27 health generally, and her constituents specifically. She has been a vocal advocate for management  
28 transparency and greater public access to the public hospital's financial records, especially as a series

1 of prior poor financial decisions have left Palomar in dire financial straits. In her most recent election,  
2 Director Edwards-Tate garnered over 80% of the popular vote in her district.

3 14. Under state law, Palomar Health’s Board of Directors is responsible for establishing and  
4 maintaining the District’s website. Cal. Health & Safety Code § 32139.

5 15. In or around August 2023, Palomar Health’s administration modified the way users  
6 could access its website. Specifically, prior to allowing any access to Palomar Health’s website, all users  
7 must first agree to Terms of Use (“Terms of Use”) that: expressly permit collection of a user’s personal  
8 identifying information; limit potential damage recovery in any lawsuit; waive the right to bring a class  
9 action lawsuit; constitute agreement to an arbitration provision, among other requirements. If the user  
10 does not wish to waive these legal rights, they cannot access Palomar Health’s website. A true and  
11 correct copy of Palomar Health’s Terms of Use as it appeared on October 27, 2023, is attached to this  
12 complaint as Exhibit A.

13 16. Among the materials to which community members may not gain access without  
14 agreeing to waive their legal rights is biographical information about the District’s elected board  
15 members, Board of Directors meeting agendas and voting resolutions, information explaining the public  
16 comment process, and hospital budgets.

17 17. After visiting the website and reviewing its changes, a local reporter from the *Voice of*  
18 *San Diego* (“*the Voice*”) wrote a story on the concerning the Terms of Use and its potential implications  
19 for public access. In a follow up story on September 28, 2023, the reporter published the following  
20 comments attributed to Director Edwards-Tate:

21 Laurie Edwards-Tate, Palomar Health board director, told Layne she came  
22 across the terms agreement for the first time only a few weeks ago while  
23 attempting to access meeting agendas.

24 “It was shocking to me, and I felt prohibited from its use and I felt like it  
25 was a barrier for being able to access it.” Edwards Tate said, speaking on  
26 her own behalf and not for the board. She added that, to her knowledge, the  
27 terms of use agreement was never brought up on a regular board meeting.

28 18. On October 5, 2023, outside counsel retained by and representing Palomar Health’s  
Chief Executive Officer (“Palomar Health’s Counsel”) emailed Director Edwards-Tate a “Notice of

1 Action.” Select portions of Palomar Health’s Counsel’s Notice of Action email detailing the purported  
2 policy violations are attached to this Complaint as Exhibit B. The Notice of Action stated that Palomar  
3 Health’s Counsel was recommending that he be permitted to investigate Director Edwards-Tate’s  
4 “participation” in *the Voice* article because her private speech “most likely [] violated both the Media  
5 Policy and Code of Conduct.” Palomar Health’s Counsel stated that he would be investigating her  
6 speech so that he had “a basis to recommend whether sanctions and or other remedies are warranted  
7 based on the facts.”

9 19. The Notice of Action argued that the Board’s Media Policy (“Media Policy”) prevented  
10 Director Edwards-Tate from providing her personal opinions to the media without first getting  
11 permission from the District’s Chief Legal Officer or the District’s Marketing Department to ensure  
12 that the content of her speech was “coordinated” to mimic the District’s desired messaging.

14 20. The Notice of Action quoted the Board’s Duty of Loyalty (“Duty of Loyalty Policy”) as  
15 requiring elected board members to “put the District and its constituents’ good before his or her own  
16 personal interest,” and “not [make statements that] undermine public or District constituent confidence  
17 in the Board.” It then argued that Director Edwards-Tate violated her Duty of Loyalty when she  
18 questioned the wisdom and legality of the District’s decisions because her disagreement with Palomar  
19 Health’s decisions might undermine public trust and constituent confidence in the District. This  
20 “requirement” presents a different standard than that outlined for health care directors under state law.  
21 Cal. Health & Safety Code § 32125.

23 21. Finally, the Notice of Action quoted the Board’s Duty of Care policy as requiring elected  
24 board members not to “knowingly disseminate false or misleading information.” It then argued that,  
25 because Director Edwards-Tate disagreed with Palomar Health’s Counsel’s characterization that the  
26 Administration’s recent changes to the website’s Terms of Use were “minor” and simply designed to  
27 “protect Palomar’s patients and citizens of the District,” she was making false and misleading  
28

1 statements in violation of her Duty of Care.

2 22. In short, both facially and in the ways the District has stated it plans to apply them to  
3 Director Edwards-Tate, the District’s Media Policy, Duty of Loyalty Policy, and Duty of Care Policy  
4 (together “Policies”) restrain Board members from speaking messages critical of District actions  
5 directly to the public on threat of sanctions, and therefore violate the First Amendment.  
6

7 **COUNT I**

8 **Violation of the First Amendment – Prior Restraint on Speech**

9 23. Plaintiff incorporates by reference the allegations in the prior paragraphs as if fully  
10 contained herein.

11 24. The Policies and Defendant’s enforcement thereof violate the Free Speech Clause of the  
12 First Amendment, both facially and as applied to Plaintiff.

13 25. The Free Speech Clause was incorporated against the states in *Gitlow v. New York*, 268  
14 U.S. 652 (1925) (dicta) and *Stromberg v. California*, 283 U.S. 359 (1931).

15 26. The District’s Policies are a prior restraint on speech.

16 27. The District’s Policies forbid certain speech before the speech occurs.

17 28. Plaintiff seeks to engage in protected speech in the form of providing her opinions on  
18 the District’s Terms of Use policies and other District policies.

19 29. The District’s policies threaten civil or criminal sanctions as a means of coercing Board  
20 Members, including Plaintiff, not to speak.

21 30. The District’s Policies require a putative speaker to submit proposed speech to the  
22 District before engaging in that speech, and the District is then empowered to determine whether the  
23 applicant should be granted permission to speak on the basis of the District’s review of the content of  
24 the proposed speech.

25 31. The District’s Policies target speech based on its communicative content.

26 32. The District’s Policies cannot survive strict scrutiny.

27 33. The District’s Policies are not narrowly tailored.

28 34. The District’s Policies do not serve a compelling state interest.

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35. The District’s Policies target particular views taken by speakers on a subject.

36. The District’s Policies are per se unconstitutional.

37. Plaintiff has no adequate remedy at law and will suffer serious and irreparable harm to her constitutional rights unless Defendant is enjoined from implementing and enforcing the Policies.

38. Pursuant to 42 U.S.C. §§ 1983 and 1988, Plaintiff is entitled to declaratory relief and temporary, preliminary, and permanent injunctive relief invalidating and restraining enforcement of the Policies.

39. Plaintiff found it necessary to engage the services of private counsel to vindicate her rights under the law. Plaintiff is therefore entitled to an award of attorneys’ fees pursuant to 42 U.S.C. § 1988.

**COUNT II**

**Violation of California’s Freedom of Speech Clause (Cal. Const. Art. 1, § 2)**

40. Plaintiff incorporates by reference the allegations in the prior paragraphs as if fully contained herein.

41. In California “[e]very person may freely speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of this right. A law may not restrain or abridge liberty of speech or press.” Cal. Const. Art. 1, §2.

42. “The California Supreme Court has recognized that the California Constitution is ‘more protective, definitive and inclusive of rights to expression and speech’ than the First Amendment to the United States Constitution.” *Rosenbaum v. City and County of San Francisco*, 484 F.3d 1142, 1167 (9th Cir. 2007).

43. For the reasons stated in Count I, coercing Plaintiff to abstain from making comments about the District on threat of sanctions violates Plaintiff’s liberty of speech rights under the California Constitution.

44. Plaintiff has no adequate remedy at law and will suffer serious and irreparable harm to her constitutional rights unless Defendant is enjoined from implementing and enforcing the Policies.



1 45. Plaintiff found it necessary to engage the services of private counsel to vindicate her  
2 rights under the law. Plaintiff is therefore entitled to an award of attorney fees and costs pursuant to  
3 California Code of Civil Procedure Section 1021.5

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant  
6 as follows:

- 7
- 8 1. An order and judgment declaring that the Policies, facially and as-applied to Plaintiff,  
9 violate the First Amendment of the U.S. Constitution and Article 1, Section 2 of the  
10 California Constitution;
  - 11 2. An order temporarily, preliminarily, and permanently enjoining and prohibiting  
12 Defendant from enforcing the Policies or otherwise interfering with Plaintiff's ability to  
13 exercise constitutionally protected rights;
  - 14 3. For attorneys' fees and costs;
  - 15 4. Any other relief the Court deems just and proper.
- 16

17 Respectfully submitted,

18 Date: November 1, 2023

**DHILLON LAW GROUP INC.**

/s/ Krista Baughman

19  
20 By: \_\_\_\_\_

KRISTA L. BAUGHMAN

KARIN M. SWEIGART

JEREMIAH D. GRAHAM

**Attorneys for Plaintiff**



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**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**  
**SAN DIEGO DIVISION**

LAURIE EDWARDS-TATE, an  
individual,  
  
  Plaintiff,  
  
  vs.  
  
PALOMAR HEALTH DISTRICT,  
  
  Defendant.

Case Number:

**VERIFICATION OF LAURIE EDWARDS-TATE**

I, LAURIE EDWARDS-TATE, am the PLAINTIFF in the case captioned *Laurie Edwards-Tate v. Palomar Health District* and have authorized the filing of this complaint. I have reviewed the allegations made in the complaint, and of those allegations of which I have personal knowledge, I believe them to be true. As to those allegations of which I do not have personal knowledge which are stated on information and belief, I believe them to be true.

Date: 10/31/2023

Laurie Edwards-Tate  
Laurie Edwards-Tate



# **EXHIBIT A**

# By using this website, you agree to Palomar Health's Terms of Use:

## Terms of Use

By using this website, you agree to the following Terms of Use. If you do not agree to all of these terms, please do not use this website. Palomar Health reserves the right to change, modify, add, or delete portions of these Terms of Use at any time, including to the arbitration and class waiver provisions identified below. Your continued use of this website following any changes to the Terms of Use will mean that you accept those changes. Please refer to the date listed above to determine when the last changes were made. Please read carefully below regarding your rights with respect to disputes, which includes an agreement to resolve disputes by arbitration on an individual basis.

### **Use of Personal Information/Privacy:**

This website is owned and operated by Palomar Health, a public health district in California. By using this website, you agree that Palomar Health may monitor your use of this website and may use the results of such monitoring without limitation.

During your visit to our website, we may request information from you, such as your name, email address, physical address, telephone number and other personal information. Further, we will collect any other personal information you share with us.

Personally identifiable information may be collected from visitors to our website and provided in an aggregate form to other parties within the Palomar Health family, or external to it, for marketing, advertising or other similar uses. Third parties may monitor your use of this website.

We provide several ways to e-mail us with questions you may have as you navigate our website. Please note that any information sent through an e-mail message is unsecured and can be seen on computers which transfer data from your computer to Palomar Health. We recommend that you do not email sensitive personal health information, or any other confidential information,

to Palomar Health or anyone else. Should you choose to provide information in this manner, you do so at your own risk.

For further information regarding Palomar Health's Privacy Policy, which is incorporated into these Terms of Use by reference, please review: <https://www.palomarhealth.org/privacy-information/>

### **Cookies:**

Please be aware that your browser must be enabled to accept cookies for you to use certain areas of our website. A cookie is a piece of data that a web server stores on your hard drive so that it can be retrieved later. Other than as discussed above, we do not use this information for any other purpose. All of the information Palomar obtains from you is stored in our database and may be retrieved by people who are gathering that information. A cookie containing your unique ID is all that is stored on your computer.

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All materials on this website are provided "as is" and Palomar Health expressly disclaims any and all warranties of the material provided herein, expressly stated or by implication, including any: (i) implied warranties of design, merchantability, or fitness for a particular purpose or title, (ii) warranties arising from a course of dealing, usage or trade practice, and (iii) warranties of non-infringement.

No oral or written information or advice given by Palomar Health in connection with this website will create any warranty.

Palomar Health does not warrant or promise that the functions contained in any of the services or products provided on this website will meet your requirements, or that the operation of any such services or products will be uninterrupted or error-free, or that defects in any such services or products will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. Furthermore, Palomar Health does not warrant or make any representations regarding the use or the results of the use of any such services or products in terms of its correctness, accuracy, timeliness, reliability or otherwise.

### **(State Limitations)**

Some states do not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. You should check your local laws for any restrictions or limitations regarding implied warranties.

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### **Limitations on Damages**

BY USING THIS WEBSITE YOU AGREE THAT PALOMAR HEALTH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE.

### **Arbitration**

1. Affects your and our rights and will impact how claims between you and us are resolved;
2. Includes a Prohibition of Class and Representative Actions and Non-Individualized Relief pursuant to which you agree to waive your right to participate in a class action lawsuit against us;
3. Requires you to follow the Opt-Out Procedure to opt-out of these arbitration provisions by mailing us a written notice that must be postmarked no later than 30 days after the date you accept these Terms of Use for the first time.

If a dispute arises between you and Palomar Health, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Palomar Health should be reported to Palomar Health according to the provisions of the Government Claims Act, California Government Code section 810, et seq. All notices under the Government Claims Act, section 910 et seq. should be directed to:

Attn: Government Claims Act  
Secretary of the Board of Directors of Palomar Health  
2125 Citracado Pkwy, Suite 300  
Escondido, CA 92029

In the event that resolution under the presentation requirements of the Government Claims Act is not successful in resolving your claim, you agree to abide by the following:

1. **Arbitration Agreement:** To the maximum extent permitted by law, you and Palomar Health each agree that any and all disputes or claims that have arisen or may arise between you and Palomar Health, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, will be resolved exclusively through final and binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate.
2. **Arbitration Venue:** Following the procedures set forth in the Government Claims Act, either you or Palomar Health may initiate



arbitration. You and Palomar Health each agree to use JAMS (<https://www.jamsadr.com/>) and to submit any demand for arbitration through JAMS' process. You and Palomar Health agree to the jurisdiction of the JAMS arbitrator over any dispute between you and Palomar Health, unless you and Palomar Health agree otherwise in writing. If JAMS is not available to administer the dispute, you and Palomar Health agree to use an arbitrator from the American Arbitration Association (<https://www.adr.org/>).

3. **No Class Actions:** To the maximum extent permitted by law, you and Palomar Health agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Palomar Health agree otherwise, the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s) and in keeping with the damages limitations in the Limitations on Damages section above.
4. **Arbitration Procedures:** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that a court of competent jurisdiction may decide issues relating to arbitrability, the scope or enforceability of this agreement to arbitrate, or issues that these Terms of Use indicate that a court can resolve.

Any arbitration will be administered by JAMS, a well-respected arbitration and mediation service. For all claims in which the value of the relief sought is \$10,000 or less, JAMS' Streamlined Arbitration Rules and Procedures, as modified by these Terms of Use, will apply without exception unless otherwise agreed to in writing by both you and Palomar Health. For all other claims, JAMS' Comprehensive Rules, as modified by these Terms of Use, apply. All of JAMS' rules are available on their website at <https://www.jamsadr.com/adr-rules-procedures/>.

The arbitrator must decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. No court or arbitrator is bound by rulings in prior arbitrations involving different users of Palomar Health's website, except that a court or arbitrator will be bound by rulings in prior arbitrations involving the same Palomar Health website user, to the extent required by applicable law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

5. **Arbitration Costs:** Payment of all JAMS or arbitrator fees will be governed by JAMS' rules, unless otherwise stated in these Terms of Use. If you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Palomar Health will pay as much of the JAMS or arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. Any request for payment of fees by Palomar Health must be submitted by mail to JAMS along with your Demand for Arbitration. In the event the arbitrator determines that either the substance of your or Palomar Health's claim or the relief sought was frivolous or brought for an improper purpose, then you or Palomar Health may seek to recover from you or Palomar Health any fees paid, including attorneys' fees, to the extent permitted by JAMS' rules and applicable law.
6. **Severability:** You and Palomar Health agree that all of the terms in these Terms of Use are severable. You and Palomar Health agree that, if a court decides that any part of these Terms of Use is invalid or unenforceable, the other parts of these Terms of Use still apply. You further agree that, if any disputes are determined by a court not to be subject to arbitration, then those disputes must be severed from any other disputes and may be litigated in court, with the remaining claims heard in arbitration.
7. **Choice of Law:** You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in these Terms of Use, the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms of Use and any claim or dispute that has arisen or may arise between you and Palomar Health.

**Opt-Out Procedure:** You can choose to reject the arbitration provisions of these Terms of Use by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept these Terms of Use for the first time. You must mail the opt-out notice to:

Attn: Opt-Out Notice  
Secretary of the Board of Directors of Palomar Health  
2125 Citracado Pkwy, Suite 300  
Escondido, CA 92029

Your opt-out notice must contain the following information: Your name, your address, and the first date after August 11, 2023, on which you first accessed Palomar Health's website. PLEASE NOTE: You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the arbitration provisions of these Terms of Use. Please note that even if you opt out of the arbitration provisions of these Terms of Use, all other parts of the Terms of Use continue to apply.

- 
- I have read and accept the Terms of Use
  - I do not accept the Terms of Use

# **EXHIBIT B**

### **Duty of Loyalty Violation**

Section 1.2 Duty of Loyalty provides: “Board Members must . . . put the District and its constituents’ good before his or her own personal interest. Once the Board has acted, a Board Member may seek change through Board action, but may not undermine public or District constituent confidence in the Board or the District.” *See also* Palomar Health Bylaw Art. IV, Sec. C, Board Duties (“Members of the Board of Directors have duties as provided by applicable law, any Board-approved policy of the District, and Palomar Health’s Board of Directors Code of Conduct (‘Code of Conduct’).”).

### **Duty of Care Violation**

Section 1.1 Due Care provides: “Board Members must perform their duties as members of the Board and committees in good faith, with sound business judgment and with the care, including reasonable inquiry, of an ordinarily prudent person . . . ***Directors may not knowingly disseminate false or misleading information, and must act promptly to correct erroneous communications for which they are responsible.***” *See also* Palomar Health Bylaw Art. IV, Sec. C, Board Duties (“Members of the Board of Directors have duties as provided by applicable law, any Board-approved policy of the District, and Palomar Health’s Board of Directors Code of Conduct (‘Code of Conduct’).”).

### **Media Policy Violation**

Section 3.8 Board Member Media Relations provides: “The Board wishes to ensure that ***accurate, complete and consistent information*** is provided to the constituents of the District via the news media in a responsive manner that is compliant with state and federal laws, and safeguards patient privacy . . . As a public entity, Palomar has an obligation, as well as a desire, to communicate with the public it serves. Board Members ***are encouraged to contact the District Marketing Department or specifically designated District media representative before speaking or otherwise publishing to the media on matters of District business.*** This assists the Marketing Department or specifically designated District media representative to coordinate messaging, ascertain the nature of the media query (if any) and what prompted it, determine the most recent and relevant information to disseminate, and select among possible responses and spokespersons, whether District representatives or Board Members. A District Marketing Department or specifically designated media relationship representative will be available at all times to assist in this process; should a Board Member experience difficulty reaching either, the Board Member should raise the concern with the Chair and/or General Counsel.” *See also* Palomar Health Bylaw Art. IV, Sec. C, Board Duties (“Members of the Board of Directors have duties as provided by applicable law, any Board-approved policy of the District, and Palomar Health’s Board of Directors Code of Conduct (‘Code of Conduct’).”).