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Plaintiff's Name Burton Day
Inmate No. 2100777
Address 2100 Napa Vallejo Hwy
Napa, CA 94558

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY CLERK

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

Burton Day
(Name of Plaintiff)

1:13-cv-00679-MJS
(Case Number)

vs.

AMENDED COMPLAINT

Wanda Killian

Civil Rights Act, 42 U.S.C. § 1983

Arka Behavioral, Inc.
Chris Chapa

(Names of all Defendants)

I. Previous Lawsuits (list all other previous or pending lawsuits on back of this form):

A. Have you brought any other lawsuits while a prisoner? Yes No

B. If your answer to A is yes, how many? 1
Describe previous or pending lawsuits in the space below.
(If more than one, use back of paper to continue outlining all lawsuits.)

1. Parties to previous lawsuit:

Plaintiff Burton Day
Defendants Judge David Reed Denied

2. Court (if Federal Court, give name of District; if State Court, give name of County)

Eastern District, Santa Rosa

3. Docket Number 2:13-cv-1043 4. Assigned Judge Delaney

DAD(PC)

5. Disposition (For example: Was the case dismissed? Was it appealed? Is it still pending?)

Pending

6. Filing date (approx.) May 28, 2013 7. Disposition date (approx.) 6/27/2013

(PC) Day v. Killian et al

Doc. 8 Att. 2

II. Exhaustion of Administrative Remedies

A. Is there an inmate appeal or administrative remedy process available at your institution?

Yes No

B. Have you filed an appeal or grievance concerning **ALL** of the facts contained in this complaint?

Yes No

If your answer is no, explain why not _____

C. Is the process completed?

Yes If your answer is yes, briefly explain what happened at each level.

No If your answer is no, explain why not.

NOTICE: Pursuant to the Prison Litigation Reform Act of 1995, “[n]o action shall be brought with respect to prison conditions under [42 U.S.C. § 1983], or any other Federal law, by a prisoner confined in any jail, prison, or other correctional facility until such administrative remedies as are available are exhausted.” 42 U.S.C. § 1997e(a). If there is an inmate appeal or administrative remedy process available at your institution, you may not file an action under Section 1983, or any other federal law, until you have first completed (exhausted) the process available at your institution. You are required to complete (exhaust) the inmate appeal or administrative remedy process **before** filing suit, regardless of the relief offered by the process. Booth v. Churner, 532 U.S. 731, 741 (2001); McKinney v. Carey, 311 F.3d 1198, 1999 (9th Cir. 2002). **Even if you are seeking only money damages and the inmate appeal or administrative remedy process does not provide money, you must exhaust the process before filing suit.** Booth, 532 U.S. at 734.

III. Defendants

(In Item A below, place the full name of the defendant in the first blank, his/her official position in the second blank, and his/her place of employment in the third blank. Use item B for the names, positions and places of employment of any additional defendants.)

A. Defendant ~~_____~~ Wanda Killian is employed as Program Director,
Fresno ConRep at 139 E. Belmont Ave
(Central California Fresno, CA 93728
ConRep)

B. Additional defendants ANEA BEHAVIORAL, Inc.
Chris Citupa

IV. Statement of Claim

(State here as briefly as possible the facts of your case. Describe how each defendant is involved, including dates and places. Do not give any legal arguments or cite any cases or statutes. Attach extra sheets if necessary.)

(See Attachments)

V. Relief.

(State briefly exactly what you want the court to do for you. Make no legal arguments. Cite no cases or statutes.)

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

Date 11-25-13

Signature of Plaintiff Burtm Dow

(revised 2/10/2006)

First Amended Complaint

These are the retaliations used against me by Wanda Killion.

She took me for NO reason except that I had filed grievances against her, out of independent living and placed me in Board and Care taking away my freedom. Increasing my debt from 350.00 a month to 650.00. Forcing me to pay for food that others would eat. Moving me to board & care caused me to lose all my furniture and belongings several thousand dollars. Placing me with very low functioning patients, this is placing me in a flawed mental health treatment regimen. See - U.S. v. Woods, 995 F.2d. 874 (9th Cir. 1993). Wanda Killion falsified documents written by Arthur Smith to fight off all truths about our housing arrangements, and beat the grievances I filed.

Mrs Killion's retaliation was do anything to me she could trying to get me to show signs of a mental breakdown which never happened, I have reports from my doctors as proof. Her goal was to have me revoked back to the hospital. She told me that I was going to be forced to quit school and attend more groups at the Cor Rep office, "Lower my level".

11-24-13

Trust Amendment Complaint

She threatened me with several other things, being told that I would have to put utilities, phone, gas, electric all in my name because I had good credit. Her retaliation and lies about my mental health condition, for example she filed a P.C. 1610 to revoke me, at NO time was I and imminent danger to myself or others. How is it that a person like this can say anything and she is believed, but fact is she was abusing her powers with all this retaliation. Rental terms we were forced to sign contracts for lease and more and she refused to give us a copy of what we signed. Enough my 7th & 14th Amendment rights have been violated I am presenting reports complaints and other doc's to show the retaliation by Killian & Puka Behaviors. Here are 20 pages to help prove my case.

Gurta Day

11-24-13

Civil Rights suit filed in Federal District Court Fresno.

People v. Bauer, 211 Cal.App.3d 937, 260 Cal.Rptr.62 (1989). The District Court of Appeal struck down the probation condition requiring the defendant to have his or her probation officer's approval of residence as an infringement of defendant's constitutional rights. Although this did not involve a patient on CONREP status, the relevant legal principles may apply by analogy.

People v. Harner, 213 Cal.App.3d 1400, 262 Cal.Rptr. 422 (1989). Provision for annual review of an MDSO placed on outpatient status pursuant to Penal Code section 1606 is directory, not mandatory. The failure to hold such a hearing does not require release from outpatient commitment.

People v. Henry, 12 Cal.App. 4th 1308, 15 Cal.Rptr.2d 896 (1993). Time spent on outpatient CONREP status does not count toward the original maximum term of commitment for an MDSO pursuant to Welfare and Institutions Code section 6316.1.

People v. Garcia, 19 Cal.App.4th 97, 23 Cal.Rptr.2d 340 (1993). Where a condition of probation requires a waiver of constitutional rights (e.g. freedom of association), the condition must be narrowly drawn. Although this did not involve a patient on CONREP status, the relevant legal principles may apply by analogy.

U.S. v. Woods, 995 F.2d. 894 (9th Cir. 1993). Under a federal conditional release statute, revocation of conditional release based on noncompliance with a flawed mental health treatment regimen violates due process. Although this did not involve a patient on CONREP status, the relevant legal principles may apply by analogy.

People v. Sword, 29 Cal.App.4th 614, 34 Cal.Rptr.2d 810 (1994). At a hearing to determine whether to place an insanity acquittee on CONREP status pursuant to Penal Code section 1603, the defendant has the burden of proof by a preponderance of the evidence that he/she will not be a danger to the health and safety of others due to a mental defect, disease, or disorder while under supervision and treatment in the community. The court stated that "the outpatient release procedure is an integral part of the restoration of sanity procedure," and thus the burdens should be identical. 34 Cal.Rptr.2d at 813.

People v. DeGuzman, 33 Cal.App.4th 414, 39 Cal.Rptr. 2d 137 (1995). The standard of proof required to revoke CONREP outpatient status under Penal Code section 1608 is proof by a preponderance of the evidence, rather than by clear and convincing evidence.

People v. Beck, 47 Cal.App.4th 1676, 55 Cal.Rptr.2d 340 (1996). The Court

1 I, Burton Day give notice that my civil rights
2 have been violated by Wanda Killian, Program Director
3 in Central California Conrep in Fresno, CA

4
5 The basis for his assertion is that on September 12,
6 2012, she had me revoked from Fresno Conrep because
7 I had refused to pay my September, 2012 monthly rent.

8
9 By revoking me, she violated Federal statute,
10 ~~to 18 U.S.C. 2385 (1) (1953)~~. This
11 statute states simply that revocation of conditional
12 release based on non-compliance with a flawed
13 mental health treatment regimen violates due
14 process.

15
16 How this was done is that beginning on August 1,
17 2012, and lasting till September 12, 2012, she
18 willfully retaliated against me for exercising my
19 grievance rights under California law for clients
20 on Conrep.

21
22 The reasons why I refused to pay the
23 September 2012 monthly rent, was that she
24 forced me to move from my independent living
25 arrangements, into a room and board situation.
26 She also tried to make me pay an exorbitant
27 amount of rent compared to what I had been
28 paying in my ~~the~~ independent living arrangements.

1 In my independent living arrangements, I paid
2 only \$355.00 per month for rent, whereas in the room
3 and board situation, she wanted me to pay \$650⁰⁰ per
4 month. She also wanted me to pay out of my own
5 money, the food for the other three roommates
6 living there. Compared to my independent living
7 arrangements where I had bought my own food.

8
9 Not only this fact, but in November 2012,
10 Wanda moved the clients from the \$650⁰⁰ per
11 month room and board into a new room and board
12 situation. Here in the new room and board, they
13 had only to pay \$341.00 per month. This vindicates
14 my grievance originally concerning the exorbitant
15 amount for rent for the first room and board
16 situation.

17
18 To compensate me for emotional distress, money
19 spent on fighting my revocation, and interfering
20 with my college plans, since being sent back to the
21 hospital, I would request to be remunerated by
22 Wanda Killian in the amount of \$1,000,000.

23
24 I finally would request that I want a jury
25 trial to settle this issue.

26
27 Buster Dorey, "Pro Se"
28

The purpose of this grievance is to highlight the mistreatment, misapplication of policy, and regulations, and inconsistency when implementing those rules, particularly as it concerns housing arrangements. After presenting my case, with documents and witnesses, I will request that both Arthur Smith and Burton Day be given permission to move into our own independent living arrangements.

Recently I found out that three clients in the Program were allowed to either stay in their own apartment, or were allowed to move into independent living arrangements. Victor, who has only been out for five months, was not required to move into a room and board, but allowed to stay in his apartment with his girlfriend; Ralph who also has been out for five months was allowed to move into a house with two other clients and have his own room and be independent; Cruz who has been out only nine months and was originally required to move into a room and board with five other clients, has now been allowed to move into a house with Ralph and have his own room and be independent.

The questions that need answering is why these three individuals are allowed to be in independent living when they have been out less time than I, or nearly the same amount of time as I.

As stated by Wanda Killion, the new guidelines for obtaining your own apartment is that you must be at least a Level 2 and be in some transitional housing for one year(in my case six more months) before the Team allows you to be independent. This is stated in two letters signed by Steve Chase and Wanda Killion and Dr. Positeri, dated 6/14/12 , and 7/16/12.

The questions that need answering is why Victor, Ralph, and Cruz are allowed to be in independent living situations, when both Victor and Ralph have been on outpatient status for only five months and are still a Level 1, and Cruz has only been out for nine months and made a Level 2 the day before being allowed to move into independent living? If, as I have been told, and it is documented and signed by Steve Chase, Wanda Killion, and Dr. Positeri, is that if I have to have a Level change and be in transitional housing for six months, why the special treatment for the three clients I have listed?(7/16/12).

There is contradictory statements being made by Wanda and Steve which is documented by these two on my treatment plan. For example, in the letter dated 6/14/12, Steve Chase states because of my present Level of treatment, I wouldn't be expected to live on my own until my Level had changed. This contradicts statements signed by Steve, dated 3/14/12, which states that every since I came to Fresno Conrep, I was allowed to look for a one bedroom apartment. Also, in a letter dated 7/16/12, Wanda has stated, according to what Dr. Positeri has written, is that Burton Day has independent living skills.

After talking with Dr, Mark Grabau on 8/10/12 over the phone, Burton asked him specifically how the Level system works. I told him that I had been told by staff,

i.e. Shannon and Steve, that you had to be a Level I for a minimum of six months before you could move onward to Level 2. I was told by the same staff that you had to be at least a Level 5 before you were allowed to obtain your own Doctor or therapist in the community. Dr. Grabau told me that this was wrong, that the Level system is an open and flexible system, and it is up to the Team to decide whether or not to move you forward. There is no Timeline for treatment. I also asked him about DMH's policy for treatment, and he agreed with me that the present policy of DMH is the "individual mode of treatment", not the old "group mode of treatment". What this first mode of treatment entails is that when deciding on an action or treatment for an individual, that you look at not only the present behaviors, but the past ones too. It is a wholistic approach to treatment.

Now, I have shown in the past, before going to the hospital, and while in the hospital, that I have appropriate independent living skills. Also, as stated in the letter 3/14/12 and signed by Steve Chase, is that I have demonstrated the ability to manage my funds and maintain my residence with little or no assistance.

Finally, I will show the mistreatment, harassment and attempted fraud that has been done to me for retaliation purposes against me for exercising my rights under California law and Federal law. The first instance of this occurred on 8/1/12, when I was told over the phone in the afternoon by Steve Chase, that it had been planned to move me that day, but because of time restraints, I would be moving the next day, 8/2/12. After this move, I talked to other clients who had been moved too, and I asked them if they were given advanced notice, which they said they had been given at least a weeks notice, while I had not been given any advance notice.

As for fraud, on 8/2/12, I met with with both Anita and Steve Chase, where at this meeting they had me sign a rental agreement and from these two, I was told that I had to pay \$650.00 a month for rent, which what the rental agreement said too. On 8/8/12, I went to the Program office in Fresno and gave a check for \$650.00 to Zulema the office secretary. I told her this was for August's rent. On 8/10/12, after talking with my present roommates, I told them that I had paid \$650.00 for August's rent, which they told me that they had only to pay for August the same amount of rent they had paid at their last residence, which is \$400.00, \$347.00 and \$498.00 respectively. At no time while signing my rental agreement with Steve and Anita, nor did Zulema at anytime mention that I had only to pay \$355.00 for August, the amount I had paid at my last residence. When I found out, I had the check cancelled. (see attached document).

In conclusion, the purpose of this grievance and attached documents is to have Team approval for Arthur Smith and Burton Day to move into independent living arrangements together.

5

Forensic Conditional Release Program
Division of Legal and Forensic Services
1600 Ninth Street, Room 410
Sacramento, CA 95814



July 16, 2012

Mr. Burton Day
1329 N. Van Ness Ave, Apt. 101
Fresno, CA 93728

Dear Mr. Day;

This letter was written as a follow up response to your request for a Level II review of the grievance you filed with Central California Conditional Release Program (CONREP) dated 6-19-12. As we discussed in our telephone call, dated 7-16-12, the complaint was that you wanted peer A.S. to move in with you in your apartment, and that you would also like to be considered now for independent living alone. You were not happy with the individual the program did move into your home to serve as a roommate. It sounds like the relationship with this current roommate is not as ideal as you would like, because this peer needs assistance to maintain the level of cleanliness that you enjoy.

I reviewed your grievance documents, discussed your concerns with Wanda Killion, and as mentioned previously, had a telephone call with you regarding this issue.

Ms. Killion identified the following issues as the reasons for not allowing you to room with Mr. AS currently: Mr. AS documented on paper that he was "satisfied with (his) current living situation and that (he) did not initiate or request to move to another apartment or with another roommate as it has been indicated by another peer". I assume this is you. Because it appears that Mr. AS was not willing to move in as your roommate at this time, the issue of his moving in is moot. CONREP does have a right to make housing assignments based on the clients in the program, and, hopefully the living skills, and personality compatibility. While your current roommate does not have the optimal living skills you would like, when talking with you, I did not get the impression that the two of you were totally incompatible. If for some reason this becomes the case, I refer you to work with your outpatient supervisor to resolve the issues.

*False doc's
Arthur Smith
d. did not say
This.
He will
Testify*

Secondly, you mentioned in your grievance that you would like to be considered for independent living. Ms. Killion indicated that you have been on outpatient status for 6 months, and that she feels that while you may have independent self care skills, currently the program is being re-vamped, with new requirements for the CONREP patients, and she wants to insure that you can do your program without a hitch before the program considers you for independent living. I understand the frustration you expressed, having to re-adjust to a new CPD, and new program expectations as the CONREP program institutes different requirements. However, we believe that the new requirements being instituted will benefit you, and the rest of the CONREP Clients. To

6

Mr. Burton Day
July 16, 2012
Page 2

that end, I understand the following requirements will be made of you. I will list them here, but your outpatient supervisor will be discussing these requirements at length in person as well.

Burton Day Schedule

July 12, 2012

Mr. Day will be required to attend and actively participate in the following groups for a minimum of six months before a level change will be considered or a less restrictive living environment.

He will check and sign into the program everyday by 9:00 am.

Monday- Orientation group at 9 am

Wednesday- Understanding your Mental Illness group at 9:00 am.
Stress Management group (socialization) 11:00 am.

Thursday- Symptom Management group at 10:00 am.

Friday- Legacy and Legend Socialization group at 10:00 am.

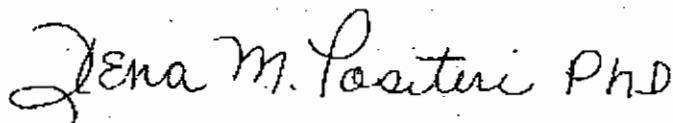
He will also be required to attend his scheduled individual therapy sessions in addition to all other standard program requirements.

If Mr. Day cannot make a group, he is expected to utilize the make-up group when necessary. If and when Mr. Day actively enrolls in and is attending school (with the permission for the treatment team) or volunteering, or working (needs to be verified), his schedule will be adjusted to meet those needs.

If you can sustain your program at 100% for the next 6 months, and follow through with your college course and maintain at least a "C" grade, the treatment team is willing to convene to discuss if you can move into an independent living situation.

Good Luck in this endeavor.

Sincerely,



Dena Positeri, Ph.D.
Consulting Psychologist
CONREP Operations
Department of State Hospitals

cc: Mark Grabau
Heather Riis
Angela West
Wanda Killion



7/28/12

1. After talking w/ Dr. Positeri, I came to the conclusion that she wasn't going to do anything, especially after the statement she made time. She stated that the Team wouldn't change their decision. I filed this complaint so "higher authorities" would force them to change the Teams decision, what good is it ^{to} file a complaint if these "higher authorities" don't want to force a decision change?

2. From what I heard from talking w/ Arthur Smith is that this ^{is} a lie & distortion of the truth. The letter he signed stated simply that he didn't make a written formal request to ^{the} Team, that's it. If Dr. Positeri ⑧

would I talked w/ Arthur Smith, ~~she~~^{she} would I
get the truth from him, ^{or} what was going ^{on} concerning
the movie I requested. But she never contacted him
to hear his side of the story.

As for my request to move into an apartment
on my own, Wanda states that I have independent
living skills, but because of her new rules, I have
to wait 6 more months til this happens. Why should
I have to wait, if I have shown to be independent
& take care of myself responsibly? This violates the
DMH individual mode of treatment guidelines for
patients/clients. & this is an example of Wanda's mode
©

of thinking & management style, i.e. that rules are to be followed for the rules sake only, irregardless of an individuals past &/or present behaviors.

Program Response to Burton D, grievance regarding housing issues date 6-14-12.

1: Burton did not bring forth a grievance to be discussed with his primary clinician. Burton briefly talked with his clinician in passing but a significant discussion was never held on this subject. The first step of the grievance process as yet to occur, this meeting held on June 22, 2012.

2: Mr. Day brought forth a plan that worked for him, but did not consider the impact on other clients in the program. Burton also asserts that everyone he had talked to agreed with his plan when in fact what had been reported through several sources that they did not or that it was not a big deal for them. It was obvious to this writer and other staff that Burton was trying to push through his agenda for his own benefit.

3: Mr. Day is currently attempting to "run his own program" without paying heed to the terms and conditions of his community outpatient treatment and supervision which clearly reads;

"3) Residence: I will maintain a residence approved by my Outpatient Supervisor and will not relocate from that residence without the prior written approval of my Outpatient Supervisor"

Which Burton signed and agreed to when admitted into the Conditional Release Program.

4: Mr. Day is currently on an "intensive" level of supervision and in accordance with the policy and procedures manual of the Conditional Release Program Mr. Day would not be expected to live on his own until his level of supervision changed.

5: Mr. Day holds himself as being superior to other clients in the program and as evidenced by his statements regarding being a "higher functioning" individual. Mr. Day also believes that he is qualified to diagnose peers as being "psychologically unstable", when in fact the individual in question has been out for close to 10 years and pays his own bills, cooks his own food, does not like to borrow things from others, and keeps a very clean home. These were all reasons Burton gave for wanting to move out of his apartment while living with his last roommate. Burton complained that his past roommate borrowed money, did not pay his bills, borrowed food, used his cleaning supplies, used his dishes and would not clean the house. These are all reasons why Burton's new roommate was considered a good fit for Burton.

6: Finally, nobody expects Burton to provide treatment to any peer and when problems arise Burton needs to bring them to the attention of the clinical staff, which he failed to do with his previous roommate that contributed to the difficulties Burton had with him.



Steven Chase MSW, LCSW 28066

Wanda Killion, LCSW
Program Director

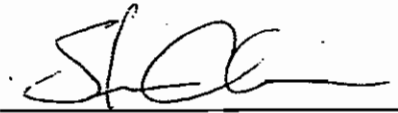
Program Response to Burton D. grievance filed on 6-21-12

1: Based on Burton's recent behaviors re: trying to get his peers to support his move, and presenting the situation as being agreed to by everyone involved which was not verified upon talking with his peers.

The treatment team confronted Burton on almost "bullying" his peers into agreeing, which upon further inspection, they did not agree to Burton's plan.

The treatment team does not feel that a move is warranted at this time and that he needs to work on accepting things as they are instead of trying to make them fit what he wants.

At this time his request to move out of his current apartment into his own apartment or getting a different roommate were denied by the treatment team.



Steven Chase MSW, LCSW 28066

Wanda Killian, LCSW
Program Director

Buster Day

① I tried to talk to Steve about this issue when I found out about it, but he said I needed to talk w/ Wanda. Both Arthur Smith & myself asked her if we could discuss this issue w/ her, but as stated in my complaint, she stated there wouldn't be any further discussion. Never was I told that I needed to have a "significant" discussion w/ my counselor on this issue, which I tried to do w/ him & w/ Wanda, but was dismissed on both accounts. After several days, both Arthur & myself were told that we needed to make an appointment w/ Wanda to see her, but neither Steve or Wanda told us about this until later. This is one example of them making-up arbitrary rules when they're cornered to try & protect themselves.

Burt Day

2) I was trying to make a plan that everyone would agree to, & everyone involved did agree when I talked to them. I have a witness to these conversations & it is Arthur Smith.

3) I had been told by not only Steve Chase, but by Mark Duarte too, every since I came out to Fresno Conrep, to go find my own apartment. (3/14/12). I have never made any attempts to put down a rental deposit or to sign a rental agreement without prior approval of Conrep.

4) This statement contradicts what the court report of 3/14/12 states. This is a blatant lie.

5A) I was told by staff at Napa State Hospital & by Mark Duarte that I was "high-functioning". (10/26/11) & (3/14/12). I explained to Steve Chase what I mean by this term. It means that I have high intelligence, no signs of symptomatology & can make responsible decisions for myself, i.e. be independent. I don't think I am better than "lower-functioning" clients. Nor do I act uppity or snobbish towards them. I always if I can, be helpful & compassionate towards them. For example, my first roommate Daniel, was illiterate, but I read his mail for him, taught him how to cook & bought him some food when he was hungry.

Buster Day

(5B) As for my second roommate, Frank, I tried asking staff about him, but they would not tell me anything. So I asked other clients & used my own observations about him to learn about his behavior. Now that I ~~was~~^{was} his roommate, I discovered he is very slow intellectually, always needing assistance in doing tasks & he isn't very clean, always making messes that I have to clean-up after him. Also, why would I want a roommate who had been in the Program for 10 years? I wanted to get off the program as soon as possible, that's why I had suggested that Arthur Smith be my roommate, because he wanted off the Program too, as soon as possible.

(6) This is another blatant lie. I not only informed Mont Duarte & Steve Chase about my roommate, it is they who took several weeks before holding a "house meeting".

I & I nor Arthur Smith were ever given a straight answer of why he was not allowed to be my roommate. Staff just said Arthur would stay where he was, with his present roommate. Also, staff did take my suggestion for Dorel to move next door in with Jimmie.

(15)

01/21/2012



Central California Conditional Release Program

FIRST QUARTER REPORT / FIRST YEAR

March 14, 2012

The Honorable Janet Gaard
Judge of the Superior Court
State of California
County of Yolo
Room 111
725 Court Street
Woodland, California 95695

RE: Burton Gene Day
DOB: 4-15-1956
SC #: 02-6606 (Yolo County)
DA #: 02F06606
CII #: A07858244
SH#: NSH 004-204999-7

A hearing on this matter is not required at this time.

PURPOSE OF REPORT

This is a quarterly status report submitted on behalf of Burton Gene Day for the period ending March 14, 2012 pursuant to Penal Code § 1604/1605(d) and Penal Code § 1026.

IDENTIFYING DATA

Burton day is a 55 year single male. He stands approximately 5'9" tall and weighs approximately 200 lbs. Mr. Day has thin graying hair that is neatly kept and is clean shaven. Mr. Day is regularly dressed in clean and appropriate clothing. Burton Day is ambulatory and is amenable to approach.

Mr. Day currently resides in an apartment provide by the Central California Conditional Release Program locate at 1329 N. Van Ness apartment # 101, Fresno Ca. 93728. Mr. Day currently rooms with a program peer but is looking into finding a one bedroom apartment. As of the date of this report Mr. Day has not been able to find an appropriate one bedroom apartment.

COMMITTING OFFENSE

Burton G. Day did on or about October 13 and 14 2002 reportedly called and made threatening statements to the victim and his family. The victim in this case was a former local politician that Burton Day blamed for his inability to find a job and his lack of success in life.

16

First Quarter/First Year
March 14, 2012

Burton Gene Day has requested permission to attend a Tibetan Buddhist retreat in accordance with his religious beliefs. Mr. Day has not been able to attend these retreats due to financial constraints and once because the temple has had problems with individuals with mental illness and politely declined his request to attend. Mr. Day has managed these incidents appropriately and has not become angry or upset at the difficulties in not being able to attend these functions.

Burton Gene Day has maintained contact with his sister Pat and has had many conversations with her since coming out of the hospital. Pat has been helpful in getting Burton access to his financial accounts that she was managing for him while in the hospital. Burton's sister also helped him set up his apartment by taking him shopping for household needs.

Burton Gene Day has moved from 1543 E. Olive to a two bedroom apartment located at 1329 N. Van Ness Apt. # 101. Burton Gene Day moved to that address in January of this year. Burton Day has demonstrated the ability to manage his funds and maintain his residence on his own with little or no assistance. Burton Day's residence has met the standards and expectations of the Central California Conditional Release Program upon inspection.

Burton Gene Day has been compliant with random toxicology screenings and has not tested positive for drugs or alcohol in the last quarter.

Burton Gene Day continues to be compliant with the terms and conditions of his court ordered outpatient treatment and supervision pursuant to Penal Code § 1026 and does not appear to present a danger to the community or himself at this time.

If at any point this were to change Burton Gene Day will be placed into custody and brought back to the court and could possibly have his court ordered outpatient treatment and supervision revoked pursuant to Penal Code § 1608.

Risk Factors

Mr. Burton's SRA on 04/01/2011 placed him in the "LOW" risk range for suicidal behaviors. His last suicidal ideation was more than twenty years ago.

High Risks: None

BMI Trigger: 02/05/2011

4.5 Body Mass Index (BMI) between 30 and 34.9 (Obesity-Grade I)

4.16 Waist circumference over 40" for males

Cultural

See Personal History

Functional

ADL's: Mr. Day's ADL's are good. He bathes, showers, grooms and keeps his room neat independently. He is an independent individual who enjoys working on his own.

Milieu Level of Functioning: Independent.

Mr. Day has demonstrated strong leadership skills and been recently elected as the president of the unit government.

Cognitive Functioning:

Mr. Day cognitive level of functioning falls within the "average range" as assessed in March 2006. Independent level of Active Treatment Groups area appropriate for him.

Mood and Participation: On a dally basis, Mr. Day is cooperative, helping, and on time. He facilitates the weekly ordering of fast food for the unit, a position of great trust by his peers. This involves contact the restaurant, collects money, and pays for the order since 2006. He was also recently voted Ward Government President. He takes care of plants on the unit and assists with peers. His over all level of functioning is "high".

Mr. Day works at the Fitness Center 11.5 hours a week, mainly janitorial duties and running the points sign for Sports League.

Skills and Strengths: Burton also has proven that he is capable of maintaining his mental illness through a variety of coping skills, which include filling a "helper" role for others, medication compliance, and maintaining good health. He takes care of all the plants in the activity room Brussels on T5. His fine care of these plants daily brings pleasure and esthetic appreciation to his peers and staff.

Mr. Day has been spending his leisure time socializing with peers, watching television and movies. Burton continues to present in the maintenance stage in all realms of his wellness and recovery. Mr. Day remains appropriate for an open unit, has had a Grounds card level 3 before the use was restricted hospital wide, and he had used it regularly and responsibly. He is offered more than 10 hours of leisure per week and is an active participant in these leisure groups.

Barrier to Discharge

Mr. Day must meet the following criteria in order to be eligible for a recommendation for (COT) Community Outpatient Treatment with Fresno County "Conditional Release Program, Department of Mental Health, Forensic Services Branch."

In February 2011, Mr. Day passed the COT interview for the second time. The COT letter recommending his outpatient status was sent from Napa State Hospital to Yolo County Superior Court on 3/4/11. His public defender's office made a contact with NSH to initiate court proceedings for Mr. Day's discharge on 4/20/11.

1. Mr. Day will be able to discuss and take responsibility for his crimes, as evidence by demonstrating remorse for his victim, consistently demonstrate responsible behavior and regard for others, for a period of six months. (Foci #1)
Progress: Met and ongoing.

2. Mr. Day will acknowledge his need for continued psychotropic medication, as evidence by knowing what his medications are, what they are for, when to take them, will consistently take medications without prompting, freely discuss symptoms with treatment team, and remain clinically stable for six months prior to discharge. (Foci #1)

<p align="center">DMH WELLNESS AND RECOVERY PLAN</p> <p align="center">Napa State Hospital</p> <p align="center">Page 9 of 19</p> <p>Confidential Patient Information See W&I Code Section 5328 Filing Guidelines - Current WRP</p> <p>See the current WRP Manual for additional information regarding this form.</p>	<p align="center">ADDRESSOGRAPH</p> <p align="center">WRP Status: FINAL</p> <p>NAME: DAY, BURTON GENE</p> <p>INDIVIDUAL ID: 204999-7</p> <p>PROGRAM: I UNIT: T5</p> <p>WRPC DATE: 10/26/2011</p>
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**FRESNO COUNTY FEDERAL
CREDIT UNION**

Member owned. Member focused

STOP PAYMENT REQUEST

TYPE OF TRANSACTION	ITEM NUMBER	DATE OF ITEM/TRANSFER	AMOUNT	PAYABLE TO/ORIGINATING COMPANY/ID#	STOP PAYMENT FEE	MEMBER NO
<input checked="" type="checkbox"/> Draft/Check	1057	8/6/2012	\$650.00	ANKA BHI	\$20.00	196964
<input type="checkbox"/> Preauthorized Electronic Funds Transfer						
<input type="checkbox"/> Electronic Draft/Check Conversion Transaction						
<input type="checkbox"/> Credit Union Official Check						

1. **Item Description.** I request the Credit Union to stop payment on the share draft or check (either referred to hereinafter as "Item"), Preauthorized Electronic Funds Transfer, or Electronic Draft/Check conversion transaction described above. I warrant that the above description, including the date or scheduled transfer date, its exact amount, the Item Number, and the payee are correct. I understand that the EXACT information is necessary for the Credit Union's computer to identify the Item, Transfer, or Conversion Transaction. If I give the Credit Union the incorrect amount or any other incorrect information, the Credit Union will not be responsible for failing to stop payment.

2. **Electronic Draft/Check Conversion Transaction.** I understand that if I authorize the conversion of an item to an electronic transaction that it will be presented for payment electronically through automated clearinghouse (ACH) process. Unless the box for Electronic Draft/Check Conversion Transaction located above under the Item No(s)/Type section is marked, I warrant that the item upon which I am requesting to stop payment is not an Electronic Draft/Check Conversion Transaction. I understand that the Credit Union will not stop payment on an item if it is processed as an Electronic Check Conversion Transaction and I have not indicated that above.

3. **Preauthorized Electronic Funds Transfer.** I understand that a request to stop the payment of a Preauthorized Electronic Funds Transfer will only apply to the transfer scheduled for the date noted above, under the Date of Item/Transfer section. If I wish to stop additional Preauthorized Electronic Funds Transfers I will submit additional stop payment requests.

ACCOUNT OWNER(S)
BURTON G DAY

Daytime Phone Number: 5592250552

4. **Stop Payment Request.** I agree that the Credit Union will not be responsible for stopping payment unless my Stop Payment Request is received by the Credit Union:

1. within a reasonable time for the Credit Union to act on my request prior to final payment or similar action; or
2. at least three (3) business days before the scheduled date of a Preauthorized Electronic Funds Transfer.

I understand that my Stop Payment Request is conditional and subject to the Credit Union's verification that the item has not already been paid or that some other action to pay the item has not already been taken. I understand that my Stop Payment Request will be effective as follows for an oral request: for a written request, a period of six (6) months from the date of this request unless I withdraw this request or renew the request for additional periods, in writing. I also agree to notify the Credit Union promptly upon the issuance of any duplicate item which replaces the item subject to this request or upon return of the original item. I agree to pay the Credit Union a stop payment fee for each request as set forth above.

5. **Indemnification.** I agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, (to the extent permitted by law) damage or claims related to the Credit Union's action in refusing payment of the item, including claims of any joint owner, payee, or endorsee, or in failing to stop payment of an item as a result of incorrect information provided by me.

6. This Stop Payment Request is subject to the Uniform Commercial Code as adopted by the State where the Credit Union's main office is located, by automated clearinghouse rules and by other local clearinghouse rules.

Reason for Stop Payment
MBR IN DISPUTE/WRONGFUL PAYMENT/ PER MB

Request Verification/Renewal

- Written Request (Automatically expires after 6 months unless renewed).
- Oral Request (Automatically expires after 14 days).
- Renewal Request (Automatically expires after 6 months unless renewed).

Date of Initial Request: 8/10/2012
Time Received: 3:45:00 PM

Member Signature: *Burton G Day* Date: 8/10/12
Member Signature: _____ Date: _____
Member Signature: _____ Date: _____

Accepted By: ANGELA TAYLOR

Teller Number: 201

Entered Online By: ANGELA TAYLOR

Revoked By: _____

Date: 8/10/2012

Branch: DT

Date: 8/10/2012

Date: _____

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