

**BEFORE THE
SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. 11-2013-19

LINDA LOUISE WOLFF, AU
9506 Corsa Way
Stockton, CA 95212

Audiologist License No. AU 2177

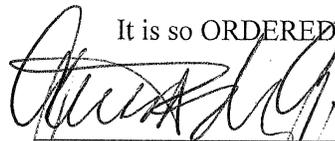
Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on August 8, 2016.

It is so ORDERED July 8, 2016.



FOR THE SPEECH-LANGUAGE PATHOLOGY
AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS
Attorney General of California
2 JOSE R. GUERRERO
Supervising Deputy Attorney General
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7 *Attorneys for Complainant*

8 **BEFORE THE**
9 **SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID**
10 **DISPENSERS BOARD**
11 **DEPARTMENT OF CONSUMER AFFAIRS**
12 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 11-2013-19

12 **LINDA LOUISE WOLFF, AU**
13 9506 Corsa Way
14 Stockton, CA 95212

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

15 Audiologist License No. AU 2177

16 Respondent.
17

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

21 PARTIES

22 1. Paul Sanchez ("Complainant") is the Executive Officer of the Speech-Language
23 Pathology and Audiology and Hearing Aid Dispensers Board. He brought this action solely in his
24 official capacity and is represented in this matter by Kamala D. Harris, Attorney General of the
25 State of California, by Mara Faust, Deputy Attorney General.

26 2. Respondent Linda Louise Wolff, AU ("Respondent") is represented in this proceeding
27 by attorney Melissa M. Leos, whose address is: One World Trade Center, 27th Floor
28 Long Beach, CA 90831-2700.

1 CULPABILITY

2 9. Respondent understands and agrees that the charges and allegations in Accusation No.
3 1I-2013-19, if proven at a hearing, constitute cause for imposing discipline upon her Audiologist
4 License.

5 10. For the purpose of resolving the Accusation without the expense and uncertainty of
6 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a prima
7 facie case with respect to the charges in the Accusation, and that Respondent hereby gives up her
8 right to contest those charges.

9 11. Respondent agrees that if she ever petitions for early termination or modification of
10 probation, or if an accusation and/or petition to revoke probation is filed against her before the
11 Board, all of the charges and allegations contained in Accusation No. 1I-2013-19 shall be deemed
12 true, correct and fully admitted by Respondent for purposes of any such proceedings or any other
13 licensing proceeding involving Respondent in the State of California.

14 12. Respondent agrees that her Audiologist License is subject to discipline and she agrees
15 to be bound by the Board's imposition of discipline as set forth in the Disciplinary Order below.

16 CIRCUMSTANCES IN MITIGATION

17 13. Respondent Linda Louise Wolff, AU has never been the subject of any disciplinary
18 action. She is admitting responsibility at an early stage in the proceedings.

19 CONTINGENCY

20 14. This stipulation shall be subject to approval by the Speech-Language Pathology and
21 Audiology and Hearing Aid Dispensers Board. Respondent understands and agrees that counsel
22 for Complainant and the staff of the Speech-Language Pathology and Audiology and Hearing Aid
23 Dispensers Board may communicate directly with the Board regarding this stipulation and
24 settlement, without notice to or participation by Respondent. By signing the stipulation,
25 Respondent understands and agrees that she may not withdraw her agreement or seek to rescind the
26 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
27 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
28

1 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the
2 parties, and the Board shall not be disqualified from further action by having considered this matter.

3 15. The parties understand and agree that Portable Document Format (PDF) and facsimile
4 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile
5 signatures thereto, shall have the same force and effect as the originals.

6 16. In consideration of the foregoing admissions and stipulations, the parties agree that the
7 Board may, without further notice or formal proceeding, issue and enter the following Disciplinary
8 Order:

9 **DISCIPLINARY ORDER**

10 IT IS HEREBY ORDERED that Audiologist License No. AU 2177 issued to Respondent
11 Linda Louise Wolff, AU is revoked. However, the revocation is stayed and Respondent is placed
12 on probation for three (3) years on the following terms and conditions.

13 1. **SUPERVISED PRACTICE**

14 Within thirty (30) days of the effective date of the decision, Respondent shall submit to the
15 Board, for its prior approval, the name and qualifications of one or more proposed supervisors.
16 Each supervisor shall have been licensed in California for at least three (3) years and have no
17 current or prior disciplinary action by the Board. An administrative citation and fine does not
18 constitute discipline and therefore, in and of itself, is not a reason to deny an individual as a
19 supervisor. The supervisor shall be independent, with no current or prior business, or professional
20 relationship, other relationship that could reasonably be expected to compromise the ability of the
21 supervisor to provide impartial and unbiased supervision of the Respondent.

22 The Board will advise Respondent within two weeks whether or not the proposed supervisor
23 and plan of supervision are approved.

24 The plan of supervision shall be direct and require the physical presence of the supervisor at
25 the actual location during the time services are performed for six (6) hours per month for the first
26 eighteen (18) months of probation. If Respondent is compliant with the terms of probation during
27 the initial 12 month period, the period of required supervision will be reduced to the initial 12
28 months of probation. Additionally, the supervisor shall have full and random access to all patient

1 records of Respondent. The supervisor may evaluate all aspects of Respondent's practice
2 regardless of Respondent's areas of deficiencies.

3 Each proposed supervisor shall be a California licensed dispensing audiologist who shall
4 submit written reports to the Board on a quarterly basis verifying that supervision has taken place as
5 required and include an evaluation of Respondent's performance. It shall be Respondent's
6 responsibility to assure that the required reports are filed in a timely manner.

7 If the supervisor terminates his or her supervision or is no longer available to serve in the
8 supervisory role, Respondent must submit to the Board the name or names of a new supervisor
9 within fifteen (15) days. If a new supervisor is not approved by the Board within thirty (30) days
10 from the date of resignation of the previous supervisor, Respondent shall be suspended from
11 practice until a new supervisor has been approved by the Board and necessary documents are filed
12 with the Board. The Board may, in its discretion, reduce the number of hours of direct supervision
13 required. Respondent would be notified in writing of any change to this condition. All costs of the
14 supervision shall be borne by the Respondent.

15 2. **SEVERABILITY CLAUSE**

16 Each term and condition of probation is a separate and distinct term and condition. If any
17 term or condition of this Decision and Order, or any application thereof, is declared unenforceable
18 in whole, in part, or to any extent, the remainder of this Decision and order, and all other
19 applications thereof, shall not be affected. Each term and condition of this Decision and order shall
20 separately be valid and enforceable to the fullest extent permitted by law.

21 3. **OBEY ALL LAWS**

22 Respondent shall obey all federal, state, US Military and local laws, including all statutes and
23 regulations governing the practice of the licensee.

24 Further, Respondent shall, within five (5) days of any arrest, submit to the Board in writing a
25 full and detailed account of such arrest.

26 4. **COMPLY WITH PROBATION PROGRAM**

27 Respondent shall fully comply with the Board's probation program, and shall, upon notice,
28 report to the Board's staff. Respondent shall contact enforcement staff regarding any questions

1 specific to the probation order. Respondent shall not have any unsolicited or unapproved contact
2 with victims or complainants associated with the case or persons serving the Board as expert
3 consultants.

4 5. **CHANGE OF NAME AND CONTACT INFORMATION**

5 Respondent shall notify the board in writing, within five (5) days of a change of name,
6 residence or mailing address, telephone number and email address.

7 6. **SUBMIT QUARTERLY WRITTEN DECLARATIONS**

8 Respondent shall submit to the Board quarterly written declarations and verification of
9 actions signed under penalty of perjury. These declarations shall certify and document compliance
10 with all the conditions of probation.

11 7. **NOTIFY EMPLOYER OF PROBATION TERMS AND RESTRICTIONS**

12 When currently employed or applying for employment as a speech-language pathologist,
13 audiologist, dispensing audiologist, speech-language pathology assistant, or hearing aid dispenser,
14 Respondent shall notify his or her employer of the probationary status of Respondent's license.
15 This notification to the Respondent's current employer shall occur no later than the effective date of
16 the Decision placing Respondent on probation. The Respondent shall notify any prospective
17 employer of his or her probationary status with the Board prior to accepting such employment.
18 This notification shall be by providing the employer or prospective employer with a copy of the
19 Board's Decision placing Respondent on probation.

20 Respondent shall cause each employer to submit quarterly written declarations to the Board.
21 These declarations shall include a performance evaluation.

22 Respondent shall notify the Board, in writing, of any change in his/her employment status,
23 within ten (10) days of such change.

24 8. **INTERVIEWS WITH BOARD REPRESENTATIVES**

25 Respondent shall appear in person for interviews with the Board, or its designee, upon
26 request at various intervals and with reasonable notice.

27 9. **EMPLOYMENT LIMITATIONS**

28 While on probation, Respondent may not work as a faculty member or instructor in an

1 accredited or approved school of speech-language pathology or school of audiology.

2 10. **FUNCTION AS A LICENSEE**

3 Respondent, during the period of probation, shall engage in the practice of audiology in
4 California for a minimum of sixteen (16) hours per week or sixty-four (64) hours per calendar
5 month. For the purpose of compliance with this section “engaged in the practice of audiology”
6 may include, when approved by the Board, volunteer work in audiology, or work in any non-direct
7 patient position that requires licensure. In the event Respondent should leave California to practice
8 outside the state, Respondent must provide written notification (within five (5) calendar days) to
9 the Board of the dates of departure and anticipated return to the state. Respondent’s probation is
10 toiled, if and when respondent ceases practicing in California. Practice outside of California will
11 not apply to the reduction of the probationary period.

12 In the event Respondent ceases to practice a minimum of sixteen (16) hours per calendar
13 week or sixty-four (64) hours per calendar month in California, Respondent must provide written
14 notification of that fact to the Board. The period when the Respondent is not practicing the
15 minimum number of hours noted above, will not apply to the reduction of the probationary period.
16 Absence from practice shall not relieve the Respondent from maintaining a current license. For
17 purposes of this term and condition, non-practice due to Board ordered suspension shall not be
18 considered a period of non-practice. If Respondent stops practicing in California for a total of five
19 (5) years for a speech-language pathologist, audiologist, or speech-language pathology assistant, or
20 three (3) years for a hearing aid dispenser, Respondent’s license shall be automatically cancelled.

21 If Respondent has not complied with this term and condition during the probationary period,
22 and Respondent has presented sufficient documentation of his or her good faith efforts to comply
23 with this term and condition, and if Respondent is in compliance with all other probation terms and
24 conditions, the Board, in its sole discretion, may grant an extension of Respondent’s probation
25 period up to one year without further hearing in order to comply with this term and condition.
26 During the one year extension, all original terms and conditions of probation shall apply unless they
27 have been modified by the Board via a petition for modification of probation.

28 During Respondent’s term of probation, if he or she wishes to cease practice, Respondent

1 may request in writing to surrender the license(s) to the Board. The Board shall evaluate the
2 request based on the factual circumstances surrounding that particular request, and notify
3 Respondent in writing whether it has been granted. Upon formal acceptance of the license
4 surrender, Respondent's license will no longer be subject to the terms and conditions of probation.
5 Respondent shall return the pocket license(s) and wall certificate(s) to the Board within ten (10)
6 days of the effective date of the surrender.

7 Surrender of Respondent's license shall be considered a disciplinary action and shall become
8 a part of Respondent's license history with the Board. If Respondent re-applies for a license, the
9 application shall be treated as a petition for reinstatement of a revoked license.

10 11. **RECOVERY OF COSTS**

11 Respondent shall pay to the Board its costs of investigation and enforcement in the amount of
12 \$2,300. Respondent shall be permitted to pay these costs in a payment plan approved by the Board,
13 with payments to be completed no later than six (6) months prior to the end of the probationary
14 period.

15 Respondent shall pay to the Board its cost of probation monitoring on a monthly basis during
16 the probationary period.

17 12. **VOLUNTARY SURRENDER OF LICENSE**

18 During Respondent's term of probation, if he or she wishes to cease practice, Respondent
19 may request in writing to surrender the license(s) to the Board. The Board shall evaluate the
20 request based on the factual circumstances surrounding that particular request, and notify
21 Respondent in writing whether it has been granted. Upon formal acceptance of the license
22 surrender, Respondent's license will no longer be subject to the terms and conditions of probation.
23 Respondent shall return the pocket license(s) and wall certificate(s) to the Board within ten (10)
24 days of the effective date of the surrender.

25 Surrender of Respondent's license shall be considered a disciplinary action and shall become
26 a part of Respondent's license history with the Board. If Respondent re-applies for a license, the
27 application shall be treated as a petition for reinstatement of a revoked license.

28 13. **VIOLATION OF PROBATION**

1 If Respondent violates probation in any respect, the Board may seek to revoke probation and
2 carry out the disciplinary order that was stayed. The Respondent shall receive prior notice and the
3 opportunity to be heard. If a Petition to Revoke Probation, an Accusation or Petition to Vacate Stay
4 or other formal disciplinary action is filed against Respondent during probation, the Board shall
5 have continuing jurisdiction and the period of probation shall be extended and Respondent shall
6 comply with all probationary terms and conditions until the matter is final. No petition for
7 modification or termination of probation shall be considered while there is an accusation or petition
8 to revoke probation pending against Respondent.

9 **14. COMPLETION OF PROBATION**

10 Respondent's license will be fully restored upon successful completion of probation.

11 **ACCEPTANCE**

12 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
13 discussed it with my attorney, Melissa M. Leos. I understand the stipulation and the effect it will
14 have on my Audiologist License. I enter into this Stipulated Settlement and Disciplinary Order
15 voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the
16 Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board.

17
18 DATED: 3/30/16 *Louise*
Linda F. Wolff
19 LINDA LOUISE WOLFF, AU
Respondent

20 I have read and fully discussed with Respondent Linda Louise Wolff, AU the terms and
21 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
22 I approve its form and content.

23
24 DATED: 03/30/16 *Melissa M. Leos*
25 Melissa M. Leos
26 Attorney for Respondent
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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board.

Dated: *April 1, 2016*

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
JOSE R. GUERRERO
Supervising Deputy Attorney General



MARA FAUST
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 11-2013-19

By *Amato Joseph*

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KAMALA D. HARRIS
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JOSE R. GUERRERO
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Attorneys for Complainant

**BEFORE THE
SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY AND HEARING AID
DISPENSERS BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

LINDA LOUISE WOLFF
9506 Corsa Way
Stockton, CA 95212

Audiologist License No. AU 2177

Respondent.

Case No. 11-2013-19
A C C U S A T I O N

Complainant alleges:

PARTIES

1. Paul Sanchez (Complainant) brings this Accusation solely in his official capacity as the Executive Officer of the Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board, Department of Consumer Affairs.

2. On or about September 3, 2002, the Speech-Language Pathology and Audiology Board (Board) issued Audiology License Number AU 2177 to Linda Louise Wolff (Respondent). On or about October 26, 2007, the Board issued Hearing Aid Dispenser License number HA 7291 to Respondent which was then merged with Dispensing Audiology License AU 2177, effective December 22, 2009. The Dispensing Audiologist License was in full force and effect at all times relevant to the charges brought herein and will expire on October 31, 2016, unless renewed.

1 **JURISDICTION**

2 3. This Accusation is brought before the Speech-Language Pathology and Audiology
3 and Hearing Aid Dispensers Board (Board), Department of Consumer Affairs, under the authority
4 of the following laws. All section references are to the Business and Professions Code unless
5 otherwise indicated.

6 4. Section 2533 of the Code states:

7 "The board may refuse to issue, or issue subject to terms and conditions, a license on the
8 grounds specified in Section 480, or may suspend, revoke, or impose terms and conditions upon
9 the license of any licensee for any of the following:

10 "..."

11 "(f) Incompetence, gross negligence, or repeated negligent acts."

12 "..."

13 "(k) Violation of Section 1689.6 or 1793.02 of the Civil Code."

14 5. California Code of Regulations, title 16, section 1399.156, states:

15 "Unprofessional conduct as set forth in Section 2533 of the code includes, but is not limited
16 to, the following:

17 "..."

18 "(c) Incompetence or negligence in the practice of speech-language pathology or audiology
19 which has endangered or is likely to endanger the health, welfare, or safety of the public."

20 6. Section 2538.35 of the Code states;

21 "A licensee shall, upon the consummation of a sale of a hearing aid, deliver to the
22 purchaser a written receipt, signed by or on behalf of the licensee, containing all of the following:

23 "(a) The date of consummation of the sale.

24 "(b) Specifications as to the make, serial number, and model number of the hearing aid or
25 aids sold.

26 "(c) The address of the principal place of business of the licensee, and the address and
27 office hours of which the licensee shall be available for fitting or post fitting adjustments and
28 servicing of the hearing aid or aids sold.

1 “(d) A statement to the effect that the aid or aids delivered to the purchaser are used or
2 reconditioned, as the case may be, if that is the fact.

3 “(e) The number of the Licensee’s license and the name and license number of any other
4 hearing aid dispenser or temporary licensee who provided any recommendation or consultation
5 regarding the purchase of the hearing aid.

6 “(f) The terms of any guarantee or written warranty, required by Section 1793.02 of the
7 Civil Code, made to the purchaser with respect to the hearing aid or hearing aids.”

8 7. California Code of Regulations, title 16, section 1399.126(b), states:

9 “Tests for significant air-bone gap shall be performed in a suitable environment using
10 appropriate equipment to establish threshold values and with appropriate masking procedures
11 employed.”

12 8. Civil Code section 1689.6(a)(1) provides in relevant part that the buyer has the right
13 to cancel a home solicitation contract offer until midnight of the third business day after the day
14 on which the buyer signs an agreement or offer of purchase.

15 9. Civil Code section 1689.7(a)(1) provides in relevant part that “in a home solicitation
16 contract or offer, the buyer’s agreement or offer to purchase shall be written in the same
17 language, e.g., Spanish, as principally used in the oral sales presentation, shall be dated, signed by
18 the buyer, and except as provided in paragraph (2), shall contain in immediate proximity to the
19 space reserved for his or her signature a conspicuous statement in a size equal to at least 10-point
20 bold type, as follows: ‘You, the buyer, may cancel this transaction at any time prior to midnight
21 of the seventh business day after the date of this transaction.’”

22 10. Section 125.3 of the Code states, in pertinent part, that the Board may request the
23 administrative law judge to direct a licentiate found to have committed a violation or violations of
24 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
25 enforcement of the case.

26 ///

27 ///

28 ///

**FIRST CAUSE FOR DISCIPLINE
(Gross Negligence and Incompetence)**

11. Respondent is subject to disciplinary action under section 2533(f) of the code, and Title 16 California Code of Regulations section 1399.156 in that she was grossly negligent when she failed to properly inspect the patient's ear canal and/or use an otoblock/otodam when taking an impression. The circumstances are as follows:

12. On or about June 15, 2012, Respondent took an ear impression of patient M. B.¹'s left ear at the Eskaton Care Center Manzanita, a rehabilitation and skilled nursing care facility. Respondent then ordered a Siemen's, behind the ear hearing aid, but did not provide a written receipt to the patient M.B. The hearing aid was delivered to the Eskaton facility in July 2012 and was then fitted on patient M. B.'s left ear on July 23, 2012. The patient's wife attempted to contact Respondent after the fitting because the left hearing aid was not providing benefit to patient M.B.

13. Several weeks passed before Respondent responded to the patient's wife and then visited patient M.B. on September 26, 2012. Respondent performed air conduction testing on patient M.B., while he was lying down in his bed and determined that the hearing in the left ear had decreased significantly and concluded that the patient had "sudden hearing loss" in the left ear. Respondent offered to replace the patient's older right hearing aid at no cost since his left ear could not benefit further, in Respondent's opinion, from a hearing aid.

14. Patient M.B. was taken to Kaiser Permanente Hearing Aid Center, in Sacramento on the same day, September 26, 2012. Kaiser, Otolaryngologist, Dr. P. removed a "plastic foreign body" from the patient's left ear canal. Prior to removal of the "foreign body" a Kaiser audiologist, J.A. noted during otoscopy, that the foreign body appeared to be impression material and that no oto-dam had been used when the impression was taken. After removal of the "foreign object," Dr. P. observed that the tympanic membrane was macerated but mobile and placed the patient on a course of otic drops for his left ear.

///

¹ The patient's full name will be turned over in discovery.

1 hearing aid to patient M.B. during the period of June 15, 2012, through July 23, 2012, at his
2 residence without a receipt and without the stated cancellation language required by law.

3 **PRAYER**

4 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
5 and that following the hearing, the Speech-Language Pathology and Audiology and Hearing Aid
6 Dispensers Board issue a decision:

- 7 1. Revoking or suspending Audiologist License Number AU 2177, issued to Linda
8 Louise Wolff.
- 9 2. Ordering Linda Louise Wolff to pay the Speech-Language Pathology and Audiology
10 and Hearing Aid Dispensers Board the reasonable costs of the investigation and enforcement of
11 this case, pursuant to Business and Professions Code section 125.3;
- 12 3. Taking such other and further action as deemed necessary and proper.

13
14
15 DATED: November 3, 2015


16 PAUL SANCHEZ
17 Executive Officer
18 Speech-Language Pathology and Audiology and Hearing
19 Aid Dispensers Board
20 Department of Consumer Affairs
21 State of California
22 *Complainant*

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