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13 DESIREE PACHECO, and ITZEL MARLENE DIAZ

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **IN AND FOR ALAMEDA COUNTY**

16 IRENE CLINE, LYNN CHO, DESIREE  
17 PACHECO, and ITZEL MARLENE DIAZ,  
18 individually, on behalf of all other similarly  
19 situated persons, on behalf of the  
20 CALIFORNIA LABOR AND  
21 WORKFORCE DEVELOPMENT  
22 AGENCY, and on behalf of the STATE OF  
23 CALIFORNIA,

21 Plaintiffs,

22 v.

24 SI SE PUEDE BEHAVIORAL, INC. a.k.a.  
25 SOCIALLY SIGNIFICANT  
26 PROGRAMMING FOR BEHAVIORS,  
27 INC., a California corporation; FELICIA  
28 LOPEZ, an individual; and DOES 1-20,

27 Defendants.

Case No.

**RG18911378**

**CLASS ACTION COMPLAINT AND  
DEMAND FOR JURY TRIAL**

1. Failure to Pay All Wages Earned for Hours Worked in Violation of Labor Code §§ 204, 218.5 & 218.6 and IWC Wage Orders;
2. Failure to Pay All Necessary Expenditures in Violation of Labor Code § 2802;
3. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 & 1198 and IWC Wage Orders;
4. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 & 1198 and IWC Wage Orders;
5. Failure to Pay Overtime Wages in Violation of §§ 510, 1194 & 1198 and IWC Wage Orders;

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

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6. Penalties for Failure to Pay Earned Wages Upon Discharge Pursuant to Labor Code § 203;
7. Penalties for Failure to Provide Itemized Wage Statements Pursuant to Labor Code §§ 226, 1198 and IWC Wage Orders;
8. Penalties for Labor Code Violations Pursuant to the PAGA; and
9. Unlawful, Unfair, and Fraudulent Business Practices in Violation of Bus. & Prof. Code §§ 17200, *et seq.*

Plaintiffs IRENE CLINE, LYNN CHO, DESIREE PACHECO, and ITZEL MARLENE DIAZ (collectively, “Named Plaintiffs”), on behalf of themselves and a class of other similarly situated individuals as defined below (“Class Members”), on behalf of the CALIFORNIA LABOR WORKFORCE DEVELOPMENT AGENCY (“LWDA”), and on behalf of THE STATE OF CALIFORNIA, complain and allege as follows:

**I. INTRODUCTION**

1. Named Plaintiffs bring this action on behalf of themselves and all other similarly situated individuals, the Class Members, who have worked or continue to work as hourly, non-exempt employees for Defendant SI SE PUEDE BEHAVIORAL, INC. a.k.a. SOCIALLY SIGNIFICANT PROGRAMMING FOR BEHAVIORS, INC. (“SSPBI”) in the State of California.

2. SSPBI has a policy and practice of not paying its employees for all of the hours they work. SSPBI employs tutors who travel to, from, and between clients’ homes to conduct one-on-one sessions with young children who have autism or similar developmental disabilities.

3. Despite spending many hours each week driving while on the job, these employees are not paid for any of this time.

4. Prior to 2017, SSPBI also did not reimburse its employees for all of the mileage they accrued while they were working.

5. SSPBI also has a policy and practice of not providing all meal and rest breaks to its employees, contending that drive time constitutes their breaks.

6. Finally, SSPBI calculates overtime wages on a weekly basis, rather than on a daily basis as required by law.

1           7. As a consequence of the aforementioned practices, Defendants (1) failed to pay  
2 their hourly, non-exempt employees for all hours worked; (2) failed to reimburse their  
3 employees for all necessary expenditures; (3) failed to pay premium wages for overtime  
4 worked; (4) failed to compensate their employees for working through meal and rest periods;  
5 and (5) failed to provide accurate wage statements to their employees.

6           8. Named Plaintiffs, on behalf of themselves and the Class Members (collectively,  
7 “Plaintiffs”), seek unpaid wages, unpaid expenses, overtime and other premium wages,  
8 liquidated and/or other damages as permitted by applicable law, punitive damages, injunctive  
9 and declaratory relief, penalties, interest, and attorneys’ fees and costs.

10 **II. PARTIES**

11           9. Plaintiff IRENE CLINE (“Cline”) worked as a tutor at SSPBI from  
12 approximately June 2008 to August 2017. At all relevant times hereto, Cline was and is a  
13 resident of Alameda County, California.

14           10. Plaintiff LYNN CHO (“Cho”) worked as a tutor at SSPBI from approximately  
15 February 2010 to July 2015. At all relevant times hereto, Cho was and is a resident of Alameda  
16 County, California.

17           11. Plaintiff DESIREE PACHECO (“Pacheco”) worked as a tutor at SSPBI from  
18 approximately September 2009 to March 2017. At all relevant times hereto, Pacheco was and is  
19 a resident of Alameda County, California.

20           12. Plaintiff ITZEL MARLENE DIAZ (“Diaz”) worked as a tutor at SSPBI from  
21 approximately September 2015 to July 2016. At all relevant times hereto, Diaz was and is a  
22 resident of Alameda County, California.

23           13. SSPBI, at all relevant times hereto, was and is a California corporation with its  
24 main clinical office in Alameda County at 333 Estudillo Avenue, Suite 204, San Leandro, CA  
25 94577. In 2013, SSPBI informally changed its name from Si Se Puede Behavioral, Inc. to  
26 Socially Significant Programming for Behaviors, Inc., retaining the same acronym. This name  
27 change was not registered with the California Secretary of State, therefore, Named Plaintiffs sue  
28 SSPBI under its registered corporate name.

          14. Defendant FELICIA LOPEZ (“Lopez”) is the owner and Executive Director of  
SSPBI. On information and belief, Lopez and other SSPBI officers and managers knew of,  
created, and directed the unlawful company policies at SSPBI. At all relevant times hereto,

1 Lopez was and is a resident of San Joaquin County, California.

2 15. Defendants Does 1 through 20 are sued herein under fictitious names pursuant to  
3 Code of Civil Procedure (“CCP”) § 474; these defendants are in some way liable for the  
4 damages sustained by Plaintiffs. Named Plaintiffs do not, at this time, know the true names or  
5 capacities of said defendants, but prays that the same may be inserted herein when ascertained.

6 16. Named Plaintiffs are informed and believe that Lopez inadequately capitalized  
7 SSPBI, co-mingled funds with SSPBI, using its funds for her own use, failed to adequately  
8 finance SSPBI, and disregarded legal formalities with respect to its operation. Moreover,  
9 Named Plaintiffs are informed and believe that Lopez exercised domination and control over  
10 SSPBI, and that she used SSPBI as a mere shell, instrumentality or conduit for a single venture,  
11 business or another corporation.

12 17. Named Plaintiffs are informed and believe and thereon allege that at all times  
13 herein mentioned, each of the defendants sued herein was the agent and/or employee of each of  
14 the remaining defendants (collectively, “Defendants”), and each of them was at all times acting  
15 within the purpose and scope of such agency and employment with the knowledge and  
16 permission of the other Defendants. On information and belief, the acts alleged herein were  
17 authorized and/or ratified by each and every other Defendants.

### 18 **III. JURISDICTION AND VENUE**

19 18. This Court has jurisdiction over this action pursuant to California Constitution,  
20 Article VI §10.

21 19. The Court has jurisdiction over Plaintiffs’ claims for injunctive relief and  
22 restitution of ill-gotten benefits arising from Defendants’ unlawful business acts and practices  
23 under Business and Professions (“B&P”) Code §§ 17203 and 17204.

24 20. On June 29, 2018, Plaintiffs gave notice to the LWDA pursuant to Labor Code  
25 § 2699.3 of Defendants’ violation of the Labor Code Private Attorneys General Act, Labor  
26 Code § 2698, *et seq.* (“PAGA”). The LWDA declined to pursue any action against Defendants.  
27 Therefore, the Court has jurisdiction over Plaintiffs’ claims for penalties pursuant to the PAGA.

28 21. Because Defendants conduct business and maintain their clinical office in  
Alameda County, and because the injuries to Plaintiffs occurred in Alameda County, venue is  
proper in this County pursuant to CCP §§ 395(a) and 395.5.

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1 **IV. FACTS PERTAINING TO THE CLAIMS**

2 **A. SSPBI's business and employees**

3 22. Defendants are in the business of providing assistance to young children who are  
4 diagnosed with autism and related developmental disabilities. Their services include one-on-  
5 one tutoring sessions based on Applied Behavior Analysis ("ABA"). These ABA tutoring  
6 sessions are designed to improve a child's social and/or verbal skills.

7 23. Defendants employ educational professionals known as tutors, who travel to  
8 clients' homes to conduct sessions with children. These sessions typically last between two to  
9 five hours. Tutors often conduct several sessions each workday, driving from one client's home  
10 to another. Upon information and belief, SSPBI employs between 20 to 30 tutors at any given  
11 time, with significant turnover.

12 24. SSPBI issued daily schedules to each tutor indicating when and where they  
13 needed to be for sessions with clients. Tutors may see up to three or four clients a day, and at  
14 times spend over an hour driving from one client session to the next.

15 **B. SSPBI's policy with respect to tutors' drive time is unlawful**

16 25. At all relevant times, SSPBI failed to pay its tutors for time spent driving to,  
17 from, and between clients' homes for sessions. This written policy is contained in the employee  
18 handbook that each tutor receives upon hire. A true and correct copy of the SSPBI employee  
19 handbook is attached hereto as Exhibit A. As stated therein: "Tutors are paid by the hour and  
20 for direct instruction time with a client *only*." (emphasis added.) [Exhibit A at pp. 5-6.] This  
21 was a uniform policy consistently applied to all tutors at SSPBI.

22 26. Although the exact number of hours driven varied, tutors frequently spent fifteen  
23 (15) unpaid hours each week driving to, from, and between clients' homes for sessions.

24 27. In or around spring 2015, Cho asked SSPBI Office Manager, Samantha George  
25 ("George"), why tutors were not compensated for hours spent driving. In response, George told  
26 Cline that the SSPBI simply does not pay its employees for that time.

27 **C. SSPBI did not reimburse tutors for mileage prior to 2017**

28 28. Prior to 2017, SSPBI had a policy and practice of providing mileage  
reimbursement only when tutors voluntarily submitted mileage reimbursement forms. A true  
and correct copy of SSPBI's mileage reimbursement form is attached hereto as Exhibit B. This  
policy was verbally communicated to tutors upon hire, and was a uniform policy consistently

1 applied to all tutors at SSPBI.

2 29. Mileage reimbursement forms were due biweekly at the end of each pay period.  
3 If a form was submitted late, it was considered invalid and none of that tutor's mileage would  
4 be reimbursed for that pay period. Moreover, filling out these forms is time-consuming and  
5 tutors were not given time during their working hours to do so. If the form was not submitted,  
6 none of that tutor's mileage would ever be reimbursed. As a result, many tutors were not  
7 reimbursed for all of their mileage prior to 2017.

8 30. Although the exact mileage driven varied between biweekly pay periods, Named  
9 Plaintiffs estimate they were reimbursed \$50-200 in mileage during periods when they timely  
10 submitted a voluntary form.

11 31. Starting on January 1, 2017, these voluntary mileage reimbursement forms were  
12 replaced by mandatory Travel Time Logs ("Time Logs"), which are also due biweekly at the  
13 end of each pay period. Time Logs are electronically entered and stored on a software platform  
14 called Central Reach. Tutors enter both their mileage and time spent driving using Central  
15 Reach, and then electronically sign to affirm that their total time and mileage were correctly  
16 inputted.

17 32. Once SSPBI implemented the Time Logs in 2017, it took active steps to ensure  
18 that tutors logged their miles and were reimbursed for mileage. On information and belief, if a  
19 tutor did not submit her Time Log on time, SSPBI would remind her to do so and would  
20 compensate her once the Time Log was submitted.

21 **D. SSPBI's failure to provide meal and rest breaks**

22 33. At all relevant times, SSPBI failed to provide tutors with meal and rest breaks as  
23 required by California law. Although there was no written policy pertaining to meal and rest  
24 breaks, the failure to provide meal and rest breaks was a uniform policy consistently applied to  
25 all tutors at SSPBI. When Cho asked George why tutors were not provided meal and rest  
26 breaks, she was told that tutors did not need a break because their time spent driving between  
27 clients' homes for sessions constitutes a break.

28 34. SSPBI's meal and rest break policy was exacerbated by the fact that the  
company did not count tutors' time spent driving as hours worked. For example, Named  
Plaintiffs were occasionally told by SSPBI managers to take a ten- or fifteen-minute break  
during sessions that last four hours or more. But individual sessions of this length were rare.

1 Since driving time was not included in SSPBI's meal and rest break calculations, tutors were  
2 frequently deprived of (a) ten-minute rest periods for every four hours or major fraction thereof  
3 worked per day, and (b) thirty-minute meal periods for every five hours worked per day.

4 35. On Saturdays, several SSPBI tutors would get together to hold group sessions  
5 known as "Play Group" (for children with severe autism) and "Social Group" (for more high-  
6 functioning children with autism). These group sessions usually ran five hours or more.  
7 Because the tutors were not provided a meal break, it was common practice among the tutors to  
8 elect one of them to run out to pick-up food for everyone, and then they would quickly shove  
9 the food down and get back to the session.

10 36. Because it was SSPBI's policy not to provide meal and rest breaks, there are no  
11 logs or spreadsheets indicating when tutors took a meal or rest break.

12 **E. SSPBI's failure to pay overtime and provide accurate wage statements**

13 37. At all relevant times, SSPBI paid overtime hours only if a tutor worked more  
14 than 40 hours in a week, but did not pay overtime hours if a tutor worked more than 8 hours in a  
15 day, as required by California law. As a result, tutors were not paid for all of the overtime hours  
16 they worked.

17 38. In spring 2015, Cho confronted George regarding SSPBI's overtime policy.  
18 George informed Cho that it was the company's policy to calculate and pay overtime on a  
19 weekly basis, but not on a daily basis.

20 39. When driving time is included, Named Plaintiffs and other tutors often worked  
21 over eight (8) hours in a day, yet were not compensated at an overtime rate for those hours  
22 worked.

23 40. At all relevant times, SSPBI provided inaccurate wage statements to its tutors.  
24 These wage statements did not reflect all hours worked, did not properly calculate overtime  
25 wages, and did not include paid rest breaks, as described herein.

26 **V. FACTS PERTAINING TO THE NAMED PLAINTIFFS**

27 **A. Cline's Experience**

28 41. Cline worked as an hourly, non-exempt tutor at SSPBI from June 2008 to August  
2017.

42. Upon her hire, Cline received a copy of the SSPBI employee handbook stating  
that tutors are only paid for time spent in sessions with clients. At that time, Cline was also

1 informed that she may submit a mileage reimbursement form by the end of each pay period to  
2 receive reimbursement for miles spent driving to, from, and between clients' homes for  
3 sessions.

4 43. Despite spending many hours in any given work week driving in her car for  
5 work, Cline was not compensated for any time spent driving to, from, or between clients' homes  
6 for sessions.

7 44. Prior to 2017, Cline was only reimbursed for mileage when she voluntarily  
8 submitted a form to SSPBI. If the form was submitted after the end of a pay period, it was  
9 considered late and she was not reimbursed for any of the miles she drove during that period. If  
10 the form was not submitted at all, she would not be paid for mileage. Cline estimates that she  
11 did not submit a mileage reimbursement form between 20-30 times while working at SSPBI.

12 45. Cline was often not permitted to take meal or rest breaks, regardless of the  
13 number of hours she worked in a day. There were many weeks where Cline was scheduled for  
14 back-to-back sessions every workday. This meant Cline only had time to rush to her car and  
15 immediately drive to the next session, with no time for a break or meal in between. At times  
16 Cline was scheduled for back-to-back sessions so closely that she could not make it to from one  
17 session to another on time, even hurrying from one session to the next. She would tell her  
18 supervisor that she cannot get to a clients' house in that amount of time, and her schedule would  
19 be adjusted to allow sufficient driving time.

20 46. Cline was never informed that she was entitled to take a meal break. As a result  
21 of working back-to-back sessions, Cline frequently ate lunch in her car, even while driving to  
22 her next session, or did not eat lunch at all. Cline recalls taking a regular lunch only when a  
23 session was canceled at the last minute, giving her a longer time between sessions.

24 47. Cline rarely heard that she could take rest breaks during the day. She recalls that  
25 in approximately 2009, SSPBI Clinical Director Noemi Gomez ("Gomez") told Cline that she  
26 could not work more than five hours because then Cline would need to take a fifteen-minute  
27 break.

28 48. SSPBI calculated Cline's overtime hours on a weekly basis rather than on a daily  
basis. As a result, she was not paid for all of the overtime hours she worked. Cline estimates  
that she worked over eight hours in a day at least several times each month that she worked at  
SSPBI.



1           49. As a result of these violations, SSPBI failed to provide Cline with accurate,  
2 itemized wage statements.

3           **B. Cho's Experience**

4           50. Cho worked as an hourly, non-exempt tutor at SSPBI from February 2010 to July  
5 2015.

6           51. Upon her hire, Cho received a copy of the SSPBI employee handbook stating  
7 that tutors are only paid for time spent in sessions with clients. At that time, Cho was also  
8 informed that she may submit a mileage reimbursement form by the end of each pay period to  
9 receive reimbursement for miles spent driving to, from, and between clients' homes for  
10 sessions. Lopez told Cho that if she would only be reimbursed for mileage if she submitted the  
11 form each pay period.

12           52. Despite spending many hours in any given work week driving in her car for  
13 work, Cho was not compensated for any time spent driving to, from, or between clients' homes  
14 for sessions.

15           53. Cho was only reimbursed for mileage when she voluntarily submitted a form to  
16 SSPBI. If the form was submitted after the end of a pay period, it was considered late and she  
17 was not reimbursed for any of the miles she drove during that period. If a reimbursement form  
18 was not submitted at all, employee would not get reimbursed for mileage.

19           54. Cho was often not permitted to take meal or rest breaks, regardless of the number  
20 of hours she worked in a day. There were many weeks where Cho was scheduled for back-to-  
21 back sessions every workday. This meant Cho only had time to rush to her car and immediately  
22 drive to the next session, with no time for a break or meal in between.

23           55. Cho was never informed that she was entitled to take a meal break. As a result  
24 of working back-to-back sessions, Cho frequently ate lunch in her car, even while driving to her  
25 next session, or did not eat lunch at all.

26           56. In 2013, George told Cho that she should take a ten-minute break if Cho was  
27 scheduled for a four-hour session. George advised Cho that she should leave the house during  
28 this break, so Cho would sit in her car outside the clients' home on the rare occasions when a  
session was scheduled for over four hours.

          57. SSPBI calculated Cho's overtime hours on a weekly basis rather than on a daily  
basis. As a result, she was not paid for all of the overtime hours she worked.

1 58. Cho was among the top tutors at SSPBI in terms of hours worked, frequently  
2 working over eight (8) hours each day. For several months in approximately 2013, Cho worked  
3 non-stop from 9:00 am to 7:00 pm without meal or rest breaks. Cho also attended the Saturday  
4 Social/Play Group session almost every week.

5 59. As a result of her long hours worked, Cho occasionally received overtime pay  
6 when she worked over forty (40) hours in a week. In spring 2015, Cho confronted George  
7 regarding SSPBI's overtime policy. George informed Cho that it was the company's policy to  
8 calculate and pay overtime on a weekly basis, but not on a daily basis.

9 60. As a result of these violations, SSPBI failed to provide Cho with accurate,  
10 itemized wage statements.

### 11 **C. Pacheco's Experience**

12 61. Pacheco worked as an hourly, non-exempt tutor at SSPBI from September 2009  
13 to March 2017.

14 62. Upon her hire, Pacheco received a copy of the SSPBI employee handbook  
15 stating that tutors are only paid for time spent in sessions with clients. At that time, Pacheco  
16 was also informed that she may submit a mileage reimbursement form by the end of each pay  
17 period to receive reimbursement for miles spent driving to, from, and between clients' homes  
18 for sessions.

19 63. Despite spending many hours in any given work week driving in her car for  
20 work, Pacheco was not compensated for any time spent driving to, from, or between clients'  
21 homes for sessions.

22 64. Prior to 2017, Pacheco was only reimbursed for mileage when she voluntarily  
23 submitted a form to SSPBI. If the form was submitted after the end of a pay period, it was  
24 considered late and she was not reimbursed for any of the miles she drove during that period. If  
25 a reimbursement form was not submitted at all, Pacheco would not get reimbursed for mileage.

26 65. When Pacheco first began working at SSPBI, she did not submit any mileage  
27 reimbursement forms because it was too much of a hassle and she was not given time during the  
28 workday to do so. After approximately three years of working at SSPBI, Pacheco started  
submitting the forms more frequently.

66. Pacheco was often not permitted to take meal or rest breaks, regardless of the  
number of hours she worked in a day. There were many weeks where Pacheco was scheduled

1 for back-to-back sessions every workday. This meant Pacheco only had time to rush to her car  
2 and immediately drive to the next session, with no time for a break or meal in between.

3 67. Pacheco was never informed that she was entitled to take a meal break. As a  
4 result of working back-to-back sessions, Pacheco frequently ate lunch in her car, even while  
5 driving to her next session, or did not eat lunch at all.

6 68. Pacheco recalls Gomez telling her she can take a rest break during longer  
7 sessions when the child is given a short break. Gomez told her that is the time when she can get  
8 water or use the bathroom. However, Pacheco frequently needed to prepare and set up the next  
9 program during that time, and so she was rarely able to take a full ten-minute break.

10 69. SSPBI calculated Pacheco's overtime hours on a weekly basis rather than on a  
11 daily basis. As a result, she was not paid for all of the overtime hours she worked. Pacheco  
12 frequently worked over eight (8) hours per day when driving time is included.

13 70. As a result of these violations, SSPBI failed to provide Pacheco with accurate,  
14 itemized wage statements.

15 **D. Diaz's Experience**

16 71. Diaz worked as an hourly, non-exempt tutor at SSPBI from September 2015 to  
17 July 2016.

18 72. Upon her hire, Diaz received a copy of the SSPBI employee handbook stating  
19 that tutors are only paid for time spent in sessions with clients.

20 73. Despite spending many hours in any given work week driving in her car for  
21 work, Diaz was not compensated for any time spent driving to, from, or between clients' homes  
22 for sessions.

23 74. Diaz was only reimbursed for mileage when she voluntarily submitted a form to  
24 SSPBI. Diaz believes that she only submitted a reimbursement form once, if at all, because she  
25 was too busy with clients during the day. When Diaz was hired, SSPBI did not inform her  
26 about getting reimbursed for mileage. Diaz heard about the voluntary forms from a co-worker  
27 approximately two months after she joined SSPBI. Despite not having time to fill out the  
28 mileage reimbursement forms, and consistently being unable to submit them, no SSPBI  
manager ever reached out to Diaz about reimbursing her mileage.

75. Diaz was often not permitted to take meal or rest breaks, regardless of the  
number of hours she worked in a day. No SSPBI manager ever told Diaz she was entitled to

1 meal and rest breaks.

2 76. There were many weeks where Diaz was scheduled for back-to-back sessions  
3 every workday. This meant Diaz only had time to rush to her car and immediately drive to the  
4 next session, with no time for a break or meal in between. As a result of working back-to-back  
5 sessions, Diaz frequently ate lunch in her car, even while driving to her next session, or did not  
6 eat lunch at all.

7 77. SSPBI calculated Diaz's overtime hours on a weekly basis rather than on a daily  
8 basis. As a result, she was not paid for all of the overtime hours she worked. Diaz occasionally  
9 worked over eight (8) hours on Saturdays, when she would attend a longer Play/Social Group  
10 session in the morning and early afternoon followed by regular sessions at clients' homes.

11 78. As a result of these violations, SSPBI failed to provide Diaz with accurate,  
12 itemized wage statements.

## 13 **VI. CLASS MEMBERS' CLAIMS**

14 79. Named Plaintiffs bring this action on behalf of themselves and others similarly  
15 situated, the Class Members, as a class action pursuant to CCP § 382. The class that Named  
16 Plaintiffs seek to represent is defined as follows:

17 All persons who have been employed or are currently employed as hourly,  
18 non-exempt employees at Si Se Puede Behavioral, Inc. in California for  
19 the period of four years prior to the filing of this Complaint until the  
20 resolution of this action (the "Class").

21 80. The persons in the Class are so numerous that the joinder of all such persons is  
22 impracticable, and the disposition of their claims as a class will benefit the parties and the  
23 Court. Named Plaintiffs are informed and believe that Defendants have employed Named  
24 Plaintiffs along with numerous other hourly employees at any given time. Named Plaintiffs  
25 believe there will be over a hundred Class Members who worked for the Defendants during the  
26 liability period. Although the exact number and identities of the Class Members are unknown  
27 to Named Plaintiffs at this time, this information is easily ascertainable from Defendants  
28 through the discovery of their records.

81. There is a well-defined commonality of interest in the questions of law and of  
fact involving and affecting the class members to be represented in that all of these employees  
have been harmed by the aforementioned practices of Defendants and their willful violations of  
the Labor Code and applicable Industrial Welfare Commission ("IWC") wage orders.

1           82.     The claims Named Plaintiffs herein allege are typical of those claims which  
2 could be alleged by any member of the Class, and the relief sought is typical of the relief which  
3 would be sought by each of the members of the class in separate actions. All Class Members  
4 have been similarly harmed by Defendants' policies and practices set forth above. Further,  
5 Defendants benefited from the same wrongful and unfair policies and practices.

6           83.     Named Plaintiffs will fairly and adequately represent and protect the interests of  
7 all Class Members and there are no known conflicts of interest between Named Plaintiffs and  
8 Class Members. Other former and current employees of Defendants are also available to serve  
9 as class representatives if needed.

10          84.     Named Plaintiffs have retained adequate counsel who have been previously  
11 certified as Class counsel in wage and hour class action cases and who are experienced and  
12 competent in both class action and employment litigation.

13          85.     The prosecution of separate actions by individual Class Members would create a  
14 risk of inconsistent and/or varying adjudications, thus establishing incompatible standards of  
15 conduct for the Defendants and resulting in the impairment of Class Members' rights and the  
16 disposition of their interests through actions to which they were not parties.

17          86.     Questions of law and fact common to Class Members predominate over any  
18 questions affecting only individual Class Members. These common questions of law and fact  
19 include, but are not limited to, the following:

- 20           a.     whether Defendants maintained and enforced common policies and  
21                 procedures as company-wide practices to unlawfully avoid paying Class  
22                 Members wages for driving time;
- 23           b.     whether Defendants did not pay Class Members wages earned by Class  
24                 Members for driving time;
- 25           c.     whether Defendants maintained and enforced common policies and  
26                 procedures as company-wide practices to unlawfully avoid reimbursing  
27                 Class Members for mileage;
- 28           d.     whether Defendants did not reimburse Class Members for mileage;
- e.     whether Defendants maintained and enforced common policies and  
               procedures as company-wide practices to avoid paying overtime wages to  
               Class Members;

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- f. whether Defendants did not pay Class Members overtime wages earned by Class Members;
- g. whether Defendants maintained and enforced common policies and procedures as company-wide practices to avoid providing Class Members with required meal breaks;
- h. whether Defendants did not provide Class Members meal breaks when they worked over five hours in one shift;
- i. whether Defendants maintained and enforced common policies and procedures as company-wide practices to avoid providing Class Members with required rest breaks;
- j. whether Defendants did not provide Class Members rest breaks when they worked over four hours in one shift;
- k. whether Defendants failed to promptly pay all Class Members wages due to them upon the termination of their employment as a result of the common unlawful practices and procedures alleged in this complaint;
- l. whether Defendants failed to provide Class Members wage statements that accurately reflect the employees' earnings, hours worked, or other items as a result of the common unlawful practices and procedures alleged in this complaint; and
- m. the proper formula for calculating restitution, damages, waiting time, and other penalties owed to Class Members.

87. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable; class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense that numerous individual actions would engender. Each Class Member has been damaged and is entitled to recovery by reason of Defendants' common illegal policies and practices as stated above. Class Members will be discouraged from pursuing individual claims because the damages available to them are relatively small. Moreover, many Class Members are still working for Defendants, and they may fear retaliation if they bring individual claims. Class action treatment will therefore allow these similarly situated persons to

1 litigate their claims in the manner that is most efficient and economical for the parties and the  
2 judicial system. California public policy encourages the use of class actions to enforce  
3 California employment laws and protect individuals who, by their subordinate positions, are  
4 vulnerable.

5 88. Defendants' policies and practices violate IWC Order 4-2001, California Code of  
6 Regulations, Title 8, Chapter 5, § 11040; Labor Code §§ 200, 201, 202, 203, 204, 210, 226,  
7 226.3, 226.7, 510, 512, 1194 and 2802; and B&P Code §§ 17200, *et seq.* These laws require,  
8 *inter alia*, that non-exempt employees be paid for all hours worked, including overtime and that  
9 all hours worked be accurately reflected on a written, itemized statement. These laws also  
10 require employers to provide their non-exempt employees with a meal period of at least 30  
11 minutes for every five hours the employee spends on the job, a rest period of at least 10 minutes  
12 for every four hours the employee spends on the job, and that employees must be relieved of all  
13 duties during meal and rest periods. They further require that employers reimburse employees  
14 for all necessary expenditures incurred in the course of employment.

15 89. Notice of a certified class action and any result or resolution of the litigation can  
16 be provided to Class Members by mail, e-mail, publication, or such other methods of notice as  
17 deemed appropriate by the Court.

18 90. Named Plaintiffs, on behalf of themselves and the Class Members, seek  
19 injunctive and declaratory relief, compensation for all uncompensated work, unpaid expenses,  
20 liquidated and/or other damages as permitted by applicable law, as well as attorneys' fees,  
21 penalties, interest and costs.

22 **FIRST CAUSE OF ACTION**  
23 **Failure to Pay All Wages Earned for Hours Worked in**  
24 **Violation of Labor Code §§ 204, 218.5, 218.6 and IWC Wage Orders**  
25 **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
26 **against all Defendants)**

27 91. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
28 reference.

92. SSPBI is liable for Lopez's violations, because it is nothing more than the alter  
ego of Lopez. Lopez is liable for SSPBI's violations, because the company is nothing more  
than the alter ego of Lopez.

93. Labor Code § 204(a) provides that all wages earned by any employee are due  
and payable twice during each calendar month.

1           94. Labor Code § 204(d) provides that the requirement that all wages be paid  
2 semimonthly is satisfied if wages are paid not more than seven calendar days following the  
3 close of the payroll period.

4           95. IWC Wage Order 4-2001 provides that wages must be paid for all hours worked,  
5 meaning the time during which an employee is subject to the control of an employer, including  
6 all the time the employee is suffered or permitted to work, whether or not required to do so.

7           96. As a result of SSPBI policy and practice, Plaintiffs were not compensated for  
8 time spent driving to, from, and between clients' homes for tutoring sessions. Plaintiffs were  
9 working and subject to SSPBI's control while driving to, from, and between SSPBI's clients'  
10 homes to conduct sessions; therefore, SSPBI was obligated to pay them for this time.

11           97. Defendants have not paid Plaintiffs for hours worked while driving, in violation  
12 of Labor Code § 204 and IWC Wage Order 4-2001.

13           98. Pursuant to Labor Code § 218.6, Plaintiffs are entitled to recover in a civil action  
14 the unpaid balance of the full amount of compensation for all hours worked, plus interest at a  
15 rate of 10 percent per year.

16           99. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered  
17 damages, in an amount to be proven at trial.

18           100. As a direct and proximate result of Defendants' conduct, Plaintiffs are also  
19 entitled to attorneys' fees under Labor Code § 218.5, in addition to expenses and costs of suit.

20                                   **SECOND CAUSE OF ACTION**  
21                                   **Failure to Pay All Necessary Expenditures in Violation of Labor Code § 2802**  
22                                   **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
23                                   **against all Defendants)**

24           101. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
25 reference.

26           102. SSPBI is liable for Lopez's violations, because it is nothing more than the alter  
27 ego of Lopez. Lopez is liable for SSPBI's violations, because the company is nothing more  
28 than the alter ego of Lopez.

          103. Labor Code § 2802 provides that an employer shall indemnify his or her  
employees for all necessary expenditures or losses incurred by employees in direct consequence  
of the discharge of his or her duties, or of his or her obedience to the directions of the employer.



1           104. As a result of SSPBI policy and practice, Plaintiffs were not reimbursed for all of  
2 the per-mile costs of owning and operating their personal automobiles they incurred while  
3 driving to, from, and between clients' homes for tutoring sessions, as directed by SSPBI. These  
4 per-mile costs were necessary expenditures by Plaintiffs because SSPBI required them to travel  
5 to clients' homes to conduct tutoring sessions.

6           105. Defendants have not paid Plaintiffs in full for the necessary expenditures they  
7 incurred as required by Labor Code § 2802.

8           106. Pursuant to Labor Code § 2802(b), Plaintiffs are entitled to recover in a civil  
9 action the unpaid balance of all necessary expenditures they incurred in the discharge of their  
10 duties, plus interest at a rate of 10 percent per year.

11           107. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered  
12 damages, in an amount to be proven at trial.

13           108. As a direct and proximate result of Defendants' conduct, Plaintiffs are also  
14 entitled to attorneys' fees under Labor Code § 2802(c), in addition to expenses and costs of suit.

15                                   **THIRD CAUSE OF ACTION**  
16                                   **Failure to Provide Meal Periods in Violation**  
17                                   **of Labor Code §§ 226.7, 512, and 1198 and IWC Wage Orders**  
18                                   **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
19                                   **against all Defendants)**

20           109. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
21 reference.

22           110. SSPBI is liable for Lopez's violations, because it is nothing more than the alter  
23 ego of Lopez. Lopez is liable for SSPBI's violations, because the company is nothing more  
24 than the alter ego of Lopez.

25           111. At all times relevant herein, Labor Code §§ 226.7 and 512 and the applicable  
26 IWC wage orders, including IWC Wage Order 4-2001, have required Defendants to provide  
27 meal periods to their employees.

28           112. Labor Code § 1198 provides that the standard conditions of labor fixed by the  
wage orders are the standard condition of labor for employees, and that the "employment of any  
employee . . . under conditions of labor prohibited by the order is unlawful."

          113. Labor Code §§ 226.7 and 512, and the IWC wage orders, including IWC Wage  
Order 4-2001, prohibit employers from employing an employee for more than five hours  
without a meal period of at least 30 minutes.

1 114. Unless an employee is relieved of all duty during the 30-minute meal period, the  
2 employee is considered “on duty” and the meal periods are counted as time worked.

3 115. Under Labor Code § 226.7(b) and the IWC wage orders, an employer who fails  
4 to provide a required meal period must, as compensation, pay the employee one hour of pay at  
5 the employee’s regular rate of compensation for each workday that the meal period was not  
6 provided.

7 116. Defendants have a policy and practice of not providing meal periods to their  
8 employees. Contrary to statements made by SSPBI managers, driving time does not constitute a  
9 meal break because tutors are not relieved of all duty while traveling between clients’ homes for  
10 sessions. To date, Defendants have not compensated their employees for unprovided meal  
11 periods.

12 117. The aforementioned policies and practices are in violation of law, in that  
13 Defendants’ policies and practices have denied Plaintiffs the full meal breaks to which they are  
14 legally entitled.

15 118. As a direct and proximate result of Defendants’ conduct, Plaintiffs have suffered  
16 damages, in an amount to be proven at trial.

17 119. As a direct and proximate result of Defendants’ conduct, Plaintiffs are also  
18 entitled to attorneys’ fees under Labor Code § 1194, in addition to interest, expenses and costs  
19 of suit.

20 **FOURTH CAUSE OF ACTION**  
21 **Failure to Provide Rest Periods in Violation**  
22 **of Labor Code §§ 226.7 and 1198 and IWC Wage Orders**  
23 **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
24 **against all Defendants)**

25 120. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
26 reference.

27 121. SSPBI is liable for Lopez’s violations, because it is nothing more than the alter  
28 ego of Lopez. Lopez is liable for SSPBI’s violations, because the company is nothing more  
than the alter ego of Lopez.

122. At all times relevant herein, Labor Code §§ 226.7 and the applicable IWC wage  
orders, including IWC Wage Order 4-2001, have required Defendants to provide rest periods to  
their employees.

1           123. Labor Code § 1198 provides that the standard conditions of labor fixed by the  
2 wage orders are the standard condition of labor for employees, and that the “employment of any  
3 employee . . . under conditions of labor prohibited by the order is unlawful.”

4           124. Labor Code §§ 226.7 and the IWC wage orders, including IWC Wage Order 4-  
5 2001, prohibit employers from employing an employee for more than four hours without a rest  
6 period of at least 10 minutes.

7           125. Unless an employee is relieved of all duty during the 10-minute rest period, the  
8 employee is considered “on duty” and the rest periods are counted as time worked.

9           126. Under Labor Code § 226.7(c) and the IWC wage orders, an employer who fails  
10 to provide a required rest period must, as compensation, pay the employee one hour of pay at  
11 the employee’s regular rate of compensation for each workday that the rest period was not  
12 provided.

13           127. Defendants have a policy and practice of not providing rest periods to their  
14 employees. Contrary to statements made by SSPBI managers, driving time does not constitute a  
15 meal break because tutors are not relieved of all duty while traveling between clients’ homes for  
16 sessions. To date, Defendants have not compensated their employees for unprovided rest  
17 periods.

18           128. The aforementioned policies and practices are in violation of law, in that  
19 Defendants’ policies and practices have denied Plaintiffs the full rest breaks to which they are  
20 legally entitled.

21           129. As a direct and proximate result of Defendants’ conduct, Plaintiffs have suffered  
22 damages, in an amount to be proven at trial.

23           130. As a direct and proximate result of Defendants’ conduct, Plaintiffs are also  
24 entitled to attorneys’ fees under Labor Code § 1194, in addition to interest, expenses and costs  
25 of suit.

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1 **FIFTH CAUSE OF ACTION**  
2 **Failure to Pay Overtime Wages in**  
3 **Violation of Labor Code §§ 510, 1194, and 1198 and IWC Wage Orders**  
4 **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
5 **against all Defendants)**

6 131. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
7 reference.

8 132. SSPBI is liable for Lopez's violations, because it is nothing more than the alter  
9 ego of Lopez. Lopez is liable for SSPBI's violations, because the company is nothing more  
10 than the alter ego of Lopez.

11 133. Labor Code § 510(a) provides that work in excess of eight hours in a day or 40  
12 hours in a week must be compensated at a rate not less than one-and-one-half times the regular  
13 rate of pay for an employee.

14 134. Labor Code § 1198 provides that the standard conditions of labor fixed by the  
15 wage orders are the standard condition of labor for employees, and that the "employment of any  
16 employee ... under conditions of labor prohibited by the order is unlawful."

17 135. IWC Wage Order 4-2001 also provides that work in excess of eight hours in a  
18 day, or 40 hours in a week, must be compensated at not less than one and one-half times the  
19 regular rate of pay for an employee.

20 136. Plaintiffs work or have worked shifts of more than eight hours in a day and/or  
21 work or have worked more than 40 hours in a week.

22 137. Defendants have not paid Plaintiffs in full for the overtime hours worked as  
23 required by Labor Code § 510(a) and IWC Wage Order 4-2001. At all relevant times, SSPBI  
24 paid overtime hours only if a tutor worked more than 40 hours in a week, but did not pay  
25 overtime hours if a tutor worked more than 8 hours in a day, as required by California law.

26 138. Pursuant to Labor Code § 1194, Plaintiffs are entitled to recover in a civil action  
27 the unpaid balance of the full amount of overtime compensation for all hours worked in excess  
28 of eight hours a day and in excess of 40 hours in a week.

139. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered  
damages, in an amount to be proven at trial.

140. As a direct and proximate result of Defendants' conduct, Plaintiffs are also  
entitled to attorneys' fees under Labor Code § 1194, in addition to interest, expenses and costs  
of suit.

1 **SIXTH CAUSE OF ACTION**  
2 **Penalties for Failure to Pay Earned Wages Upon Discharge**  
3 **Pursuant to Labor Code § 203**  
4 **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
5 **against all Defendants)**

6 141. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
7 reference.

8 142. SSPBI is liable for Lopez's violations, because it is nothing more than the alter  
9 ego of Lopez. Lopez is liable for SSPBI's violations, because the company is nothing more  
10 than the alter ego of Lopez.

11 143. Labor Code § 201(a) requires an employer who discharges an employee to pay  
12 compensation due and owing to the employee immediately upon discharge.

13 144. Labor Code § 202(a) requires an employer to pay compensation due and owing  
14 to an employee who has quit or resigned within seventy-two (72) hours of that the time at which  
15 the employee provided notice of his intention to quit or resign.

16 145. Pursuant to Labor Code § 200(a), wages include all amounts of compensation  
17 received by an employee, which includes overtime, vacation, sick pay, other personal time off  
18 (if part of the employment contract), and work-related expenses.

19 146. Defendants failed to pay Plaintiffs driving time, mileage reimbursement, meal  
20 and rest break compensation, and overtime wages as a result of their policies and practices.

21 147. Labor Code § 203 provides that if an employer willfully fails to pay any wages  
22 owed to an employee under Labor Code §§ 200-202, who is discharged or quits, the wages of  
23 such employee shall continue as from the due date thereof at the same rate until paid or until an  
24 action therefore is commenced, for not more than 30 days.

25 148. Named Plaintiffs and other Class Members have ceased being employed by  
26 Defendants but have not yet been fully compensated for their wages.

27 149. Named Plaintiffs and other Class Members are entitled to unpaid wages for  
28 which they have not yet been paid.

149. Named Plaintiffs and other Class Members are entitled to unpaid wages for  
which they have not yet been paid.

150. Defendants have willfully failed and refused to make timely payment of wages to  
Plaintiffs.

151. As a direct and proximate result of Defendants' conduct, Defendants are liable to  
Named Plaintiffs and other Class Members for up to thirty (30) days of waiting time penalties  
pursuant to Labor Code § 203.

1           152. As a direct and proximate result of Defendants' conduct, Named Plaintiffs and  
2 other Class Members are also entitled to interest, expenses, attorneys' fees, and costs of suit.

3   **SEVENTH CAUSE OF ACTION**  
4   **Penalties for Failure to Provide Itemized Wage Statements**  
5   **in Violation of Labor Code §§ 226, 1198 and IWC Wage Orders**  
6   **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
7   **against all Defendants)**

8           153. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
9 reference.

10           154. SSPBI is liable for Lopez's violations, because it is nothing more than the alter  
11 ego of Lopez. Lopez is liable for SSPBI's violations, because the company is nothing more  
12 than the alter ego of Lopez.

13           155. Labor Code § 226(a) provides that every employer shall, semimonthly or at the  
14 time of each payment of wages, provide each employee with a written, itemized statement  
15 showing, *inter alia*, the gross wages earned, the total hours worked by the employee, and the  
16 applicable hourly rate in effect during the pay period and the corresponding number of hours  
17 earned at each hourly rate. IWC Wage Order 4-2001 contains a similar requirement.

18           156. Labor Code § 226(e)(1) provides, "An employee suffering injury as a result of a  
19 knowing and intentional failure by employer to comply with subdivision (a) is entitled to  
20 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which  
21 the violation occurs and one hundred dollars (\$100) per employee for each violation in a  
22 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4000),  
23 and is entitled to an award of costs and attorney's fees."

24           157. Labor Code § 1198 provides that the standard conditions of labor fixed by the  
25 wage orders are the standard condition of labor for employees, and that the "employment of any  
26 employee ... under conditions of labor prohibited by the order is unlawful."

27           158. Defendants have failed and continue to fail to provide accurate, itemized wage  
28 statements to Plaintiffs, in that wage statements that Defendants provide to their employees do  
not accurately reflect the actual hours worked and the wages earned. These wage statements did  
not include wages for time spent driving, did not properly calculate overtime wages, and did not  
include paid rest breaks, as described herein.

          159. Defendants are liable to Plaintiffs for the amounts described above, in addition to  
the civil penalties provided for in Labor Code § 226.3 and such other relief as applies.

1 160. As a direct and proximate result of Defendants’ conduct, Plaintiffs are also  
2 entitled to attorneys’ fees under Labor Code § 226(e)(1), in addition to interest, expenses and  
3 costs of suit.

4 **EIGHTH CAUSE OF ACTION**  
5 **Penalties for Labor Code Violations Pursuant to the PAGA**  
6 **(alleged by all Named Plaintiffs individually and**  
7 **on behalf of Class Members against all Defendants)**

8 161. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
9 reference.

10 162. SSPBI is liable for Lopez’s violations, because it is nothing more than the alter  
11 ego of Lopez. Lopez is liable for SSPBI’s violations, because the company is nothing more  
12 than the alter ego of Lopez.

13 163. Named Plaintiffs gave notice to the LWDA pursuant to PAGA of Defendants’  
14 Labor Code violations. On June 29, 2018, the LWDA informed Plaintiffs that they do not  
15 intend to investigate the allegations and Plaintiffs have the right to sue for civil penalties.

16 164. As a result, Plaintiffs have exhausted all administrative procedures required of  
17 them under the PAGA and are justified as a matter of right in bringing forward this cause of  
18 action.

19 165. Labor Code § 2699(a) provides in relevant part, “Notwithstanding any other  
20 provisions of law, any provision of [the Labor Code] that provides for a civil penalty to be  
21 assessed and collected by the Labor and Workforce Development Agency or any of its  
22 departments, divisions, commissions, boards, agencies or employees, for a violation of [the  
23 Labor Code], may, as an alternative, be recovered through a civil action brought by an  
24 aggrieved employee on behalf of himself or herself and other current or former employees to  
25 the procedures specified in Section 2699.3.”

26 166. Labor Code § 2699(f) provides in relevant part, “For all provisions of this code  
27 except those for which a civil penalty is specifically provided, there is established a civil penalty  
28 for a violation of these provisions, as follows: ... (2) If at the time of the alleged violation, the  
person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each  
aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for  
each aggrieved employee per pay period for each subsequent violation.”

167. Pursuant to Labor Code § 2699(c), Named Plaintiffs are aggrieved employees

1 and bring this civil action on behalf of themselves, other current or former employees, the  
2 LWDA, and the State of California.

3 168. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code  
4 § 2699 based on Defendants' violation of numerous provisions of the Labor Code and an award  
5 of reasonable attorneys' fees and costs.

6 **NINTH CAUSE OF ACTION**  
7 **Unlawful, Unfair and Fraudulent Business Practices**  
8 **in Violation of Business and Professions Code §§ 17200, et seq.**  
9 **(alleged by all Named Plaintiffs individually and on behalf of Class Members**  
10 **against all Defendants)**

11 169. Named Plaintiffs repeat and re-allege all of the previous allegations herein by  
12 reference.

13 170. SSPBI is liable for Lopez's violations, because it is nothing more than the alter  
14 ego of Lopez. Lopez is liable for SSPBI's violations, because the company is nothing more  
15 than the alter ego of Lopez.

16 171. B&P §§ 17200, et seq. (the "Unfair Business Practices Act") prohibits unfair  
17 competition in the form of any unlawful, unfair or fraudulent business act or practice.

18 172. B&P Code § 17202 provides: "Notwithstanding Section 3369 of the Civil Code,  
19 specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in  
20 case of unfair competition."

21 173. B&P Code § 17203 provides that the Court may restore to any person in interest  
22 any money or property which may have been acquired by means of such unfair competition.

23 174. B&P Code § 17203 also provides that any person who meets the standing  
24 requirements of § 17204 and complies with CCP § 382 may pursue representative claims for  
25 relief on behalf of others.

26 175. B&P Code § 17204 allows "a person who has suffered injury in fact and has lost  
27 money or property as a result of such unfair competition" to pursue a civil action for violation  
28 of the Unfair Business Practices Act.

176. Labor Code § 90.5(a) states that it is the public policy of California to  
vigorously enforce minimum labor standards in order to ensure employees are not required to  
work under substandard and unlawful conditions, and to protect employers who comply with  
the law from those who attempt to gain competitive advantage at the expense of their workers  
by failing to comply with minimum labor standards.



1           177. Pursuant to B&P Code § 17202, the Named Plaintiffs and other similarly situated  
2 employees are entitled to enforce all applicable provisions of the Labor Code.

3           178. Beginning at an exact date unknown to the Named Plaintiffs, but at least since  
4 the date four years prior to the filing of this suit, Defendants have committed acts of unfair  
5 competition as defined by B&P Code, by engaging in the unlawful, unfair and fraudulent  
6 practices and acts described in this Complaint, including, but not limited to:

- 7           a. violations of Labor Code §§ 204, 218.5, 218.6 and IWC Wage Orders  
8           pertaining to unpaid wages;
- 9           b. violations of Labor Code § 2802 pertaining to necessary expenditures by  
10           employees;
- 11           c. violations of Labor Code §§ 226.7, 512, and 1198 and IWC Wage Orders  
12           pertaining to meal periods;
- 13           d. violations of Labor Code §§ 226.7 and 1198 and IWC Wage Orders  
14           pertaining to rest periods;
- 15           e. violations of Labor Code §§ 510, 1194, and 1198 and IWC Wage Orders  
16           pertaining to overtime compensation;
- 17           f. violations of Labor Code § 203 pertaining to unpaid wages upon  
18           discharge; and
- 19           g. violations of Labor Code §§ 226, 1198 and IWC Wage Orders pertaining  
20           to itemized wage statements.

21           179. The violations of these laws and regulations, as well as of fundamental  
22 California public policies protecting workers, serve as unlawful predicate acts and practices for  
23 purposes of the Unfair Business Practices Act.

24           180. The acts and practices described above constitute unfair, unlawful and fraudulent  
25 business practices, and unfair competition, within the meaning of B&P Code §§ 17200, *et seq.*  
26 Among other things, Defendants' acts and practices have forced Plaintiffs to labor without  
27 receiving pay for travel time, mileage reimbursement, meal and rest periods, or overtime pay to  
28 which they were entitled by law.

          181. The acts and practices described above have allowed Defendants to gain an  
unfair competitive advantage over law-abiding employers and competitors.

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182. As a direct and proximate result of the acts and practices described herein, Plaintiffs have been denied compensation, in an amount to be proven at trial.

183. Plaintiffs are entitled to restitution pursuant to B&P Code § 17203 for all wages and other compensation unlawfully withheld from them during the four-year period prior to the filing of this Complaint.

184. As a direct and proximate result of the aforementioned acts and practices, Defendants have received, and continue to receive, ill-gotten gains belonging to Plaintiffs.

185. Injunctive relief is necessary and appropriate to prevent Defendants from repeating their unlawful, unfair and fraudulent business acts and practices described herein.

186. Pursuant to B&P Code § 17203 and/or any other applicable law, Plaintiffs seek an order preventing Defendants from engaging in unlawful, unfair and fraudulent conduct, and preventing Defendants from profiting and benefiting from illegal and wrongful acts.

187. Plaintiffs' success in this action will enforce important rights affecting the public interest. Therefore, Named Plaintiffs sue on behalf of the general public, as well as themselves and the Class Members.

188. An award of attorneys' fees is appropriate pursuant to CCP § 1021.5 and other applicable laws, because: (1) this action will confer a significant benefit upon a large class of persons; (2) there is a financial burden involved in pursuing this action; and (3) it would be against the interest of justice to force plaintiffs to pay attorneys' fees from any amount recovered in this action.

**DEMAND FOR JURY TRIAL**

189. Plaintiffs hereby demand trial by jury on all issues.

**PRAYER FOR RELIEF**

Plaintiffs pray for relief, as follows:

- 1. For an order awarding Plaintiffs compensatory damages, including but not limited to wages, earnings, and other compensation, according to proof, and interest on these amounts;
- 2. For an award of restitution;
- 3. For an order imposing all statutory and/or civil penalties provided by law, including, but not limited to, penalties under Labor Code §§ 203, 204, 210, 211, 226(e), 226.3 and 2699, together with interest on these amounts;

- 1           4.     For a declaratory judgment that Defendants have violated the Labor Laws and  
2 public policy, as alleged herein;
- 3           5.     For a declaratory judgment that Defendants have violated the Unfair Business  
4 Practices Act as a result of the aforementioned violations of the Labor Code and of California  
5 public policy protecting workers.
- 6           6.     For a permanent and mandatory injunction prohibiting Defendants, their officers,  
7 agents, employees, affiliated companies, and all those working in concert with them, from  
8 committing future violations of the laws and public policies described herein;
- 9           7.     For punitive damages where appropriate according to proof;
- 10          8.     For an award of reasonable attorneys' fees, provided by the Labor Code §§  
11 218.5, 226(e)(1), 1194, 2699(g)(1), 2802(c), CCP § 1021.5 and/or other applicable law;
- 12          9.     For all costs of suit; and
- 13          10.    For such other and further relief as this Court deems just and proper.

14 Dated: June 29, 2018

PERETZ & ASSOCIATES

15  
16 By: 

Yosef Peretz  
Shane Howarter

17  
18  
19 HOROWITZ & RUBINOFF

20  
21 Dated: June 29, 2018

By: 

Martin M. Horowitz  
Stephanie Rubinoff

22  
23  
24 Attorneys for Named Plaintiffs IRENE CLINE,  
25 LYNN CHO, DESIREE PACHECO, and ITZEL  
26 MARLENE DIAZ  
27  
28

# **EXHIBIT A**

***SI SE PUEDE BEHAVIORAL  
INTERVENTION, INC.***

Felicia Lopez McCarthy, OTR, MA Ed.  
Director

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## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### **DIRECTOR'S MESSAGE**

Welcome to SI SE PUEDE BEHAVIORAL INTERVENTION, INC.! Congratulations on being selected, from a competitive field of candidates, as the person best qualified for your job! You are now an employee of one of the organizations for people with disabilities. SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s programs and services make it possible for people with developmental disabilities to live in their communities. Not long ago, many of our participants could only get support in isolated settings, if any support at all.

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. must constantly find new and better ways to increase the spectrum of choices, opportunities and life experiences for our participants. In addition, families must have confidence that the community organizations, which support their family members, are stable and can provide continued support and a secure future. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is committed to meeting these ongoing challenges in a way which best meets the needs of our clients and their families.

I am happy that you have joined us in these efforts to improve the lives of people with disabilities. As I ask for your commitment to our mission, I promise that I will work hard to ensure that you are highly satisfied with your employment experience at SI SE PUEDE BEHAVIORAL INTERVENTION, INC. Best wishes as you assume your new responsibilities!

Sincerely,

Felicia Lopez McCarthy, OTR, MA Ed.  
Owner/Director/Consultant

## MISSION STATEMENT

SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s mission is to assist people with developmental disabilities to live and participate in their communities.

### *Philosophy*

*SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is based on the philosophy that everyone has a chance to succeed and will succeed.*

*“Si Se Puede” is Spanish for “Yes he/she/you can” derived from the United Farm Workers Union and their legacy of uniting for equal rights and justice for farm workers.*

*This powerful phrase has united many people under many different causes and now will unite a group of dedicated educational staff to optimize the potential of people with autism and related disabilities.*

SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

# **YOUR EMPLOYMENT AT SI SE PUEDE BEHAVIORAL INTERVENTION, INC.**

**YOUR EMPLOYMENT RELATIONSHIP WITH SI SE PUEDE BEHAVIORAL INTERVENTION, INC.**

Your employment at SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is employment at-will. Nothing in this manual creates, or is intended to create, a promise or representation of continued employment for any employee. Your employment is entered into voluntarily, and you are free to resign at any time for any reason and at your discretion. Likewise, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is free to terminate an employment relationship at any time for any reason at its discretion, with or without cause. Except for the agreement of an at-will employment relationship and the arbitration policy, neither this handbook or any other policies, procedures or practices (whether written or oral) or acceptance of continuance of employment is to be construed as a contract of employment or promise of continued employment or as creating an implied or contractual duty between an employee and the



SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

employer. No manager, supervisor or representative of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Director of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has the authority to make any such agreement for employment other than at-will, and then only in writing.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### EQUAL EMPLOYMENT OPPORTUNITY

In keeping with our commitment to the communities in which we do business, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is an equal employment opportunity employer. This means that employment decisions are based on merit and business needs, not on race, color, national origin, ancestry, sex (except as provided by law), sexual orientation, age (except as provided by law), religion, creed, disability, marital status, veteran status or any other basis protected by Federal, State or local law, ordinance or regulation. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. complies with the law regarding reasonable accommodation for employees with disabilities.

### NEPOTISM

Applicants for employment at SI SE PUEDE BEHAVIORAL INTERVENTION, INC. who are members of the immediate family of currently employed SI SE PUEDE BEHAVIORAL INTERVENTION, INC. staff receive the same consideration for employment as non-relatives. However, for reasons of supervision, safety, security or morale, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. does reasonably regulate the placement of relatives in the same department, division, or facility as permitted by law.

### YOUR REGULAR WORK WEEK

You will be advised of your work schedule when you begin employment with us. The basic work week for each employee takes into consideration the amount of hours an employee is requesting to work and the amount of hours available through SI SE PUEDE BEHAVIORAL INTERVENTION, INC. Tutors are paid by the

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

hour and for direct instruction time with a client only. If the parents cancel a session for whatever reason within a 24 hour period prior to the client's appointment, the tutor will bill and not make up that appointment. However, if the parents cancel a session ahead of a 24 hour period the director in consultation with the tutor will not bill for that session and will establish a make up date(s) by the end of the calendar month.

From time to time, it may be necessary to change your regular work schedule. Your cooperation with any such changes is both expected and appreciated. We will do our best to give you as much advance notice as possible of any changes in your regular work schedule. We will also try to keep all unscheduled changes to an absolute minimum.

### ETHICAL STANDARDS

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has an excellent reputation for conducting its business activities with integrity, fairness and in accordance with the highest ethical standards. All SI SE PUEDE BEHAVIORAL INTERVENTION, INC. employees contribute to our reputation and are obligated to uphold it in every SI SE PUEDE BEHAVIORAL INTERVENTION, INC. related activity. For example, you must avoid any activities or actions such as conflict of interest or the improper use of client information.

Our goal is to maintain the highest standard of business conduct possible. The following rules governing business conduct reflect honesty and fairness in dealing with others. If you are ever in doubt whether an activity meets our ethical standards, please discuss it with your supervisor and, if appropriate, the Director.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### Information and Conflicts of Interest

Employees may not use for their advantage or for the advantage of relatives, friends, or acquaintances any SI SE PUEDE BEHAVIORAL INTERVENTION, INC. information that is unavailable to the public. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. employees may not participate in a situation which involves or appears to involve a conflict between SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s interest and that of another business or organization.

### Political Contributions/Lobbying

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. does not contribute to or support political parties or candidates. We respect and encourage your participation in the political process, but not on behalf of, or as a representative of SI SE PUEDE BEHAVIORAL INTERVENTION, INC., and not on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. time or using any SI SE PUEDE BEHAVIORAL INTERVENTION, INC. resources. You may not even use your SI SE PUEDE BEHAVIORAL INTERVENTION, INC. title.

### Questionable Payments

No SI SE PUEDE BEHAVIORAL INTERVENTION, INC. employee may offer to give or receive anything of value for the purpose of influencing a decision, or which could be construed as a bribe, payoff, kickback, or other questionable payment on behalf of their clients or customers.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### Gifts, Gratuities and Entertainment

No SI SE PUEDE BEHAVIORAL INTERVENTION, INC. employee or their family may accept gifts, gratuities, or entertainment which may appear to influence business decisions from anyone who has a business relationship with SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### Incompatible Activities

As a SI SE PUEDE BEHAVIORAL INTERVENTION, INC. employee, you agree that, while you are employed by SI SE PUEDE BEHAVIORAL INTERVENTION, INC., you will devote your entire productive time, ability and attention to the business at SI SE PUEDE BEHAVIORAL INTERVENTION, INC. You also agree that you will not, without prior written consent of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s Director directly or indirectly engage in any employment or other activity which will conflict with your employment obligation to SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### Trade Secret and Confidentiality Agreement

The protection of confidential information and trade secrets is essential to the company, its clients, and the future security of its employees. To protect such information, employees may not disclose any trade secrets or confidential information. Employees who are exposed to confidential, sensitive, or proprietary information about SI SE PUEDE BEHAVIORAL INTERVENTION, INC., its clients, or its programs may be required to sign a Statement Regarding Confidential Information and Assignment of Invention Agreement as a condition of employment. Employees who improperly disclose any sensitive information, confidential

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

information, or trade secrets are subject to disciplinary action up to and possibly including termination, whether or not they are parties to such an agreement.

### Employee Special Contract Work

Because of the potential for conflict of interest, it is our policy that no SI SE PUEDE BEHAVIORAL INTERVENTION, INC. employee may be hired on special contracts to perform work for SI SE PUEDE BEHAVIORAL INTERVENTION, INC. for extra pay outside of his/her regularly assigned duties. Any of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s needs for work or materials will be satisfied through the normal purchasing process and by using outside, and not employee, vendors.

## ATTENDANCE STANDARDS AND ABSENCES

One of the most basic indicators of your performance is regular attendance. You must be on time. If you cannot come to work or will be more than a few minutes late, you must let your immediate supervisor know of your expected late arrival as soon as practical.

An absence is a failure to report to work as scheduled when not due to scheduled vacation, personal holiday, bereavement leave, jury duty, witness duty, or approved leaves of absence, as provided in this manual. If you are sick or injured and cannot come to work, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. needs your cooperation to properly cover your job. To accomplish this, you are expected to call your supervisor and tell him or her you will be absent and when you will return to work. If you do not know your return date, you must call your supervisor each day thirty (30) minutes prior to the beginning of your regularly

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

scheduled shift. Absences lasting longer than three days may require a doctor's verification. If you are absent three days without contacting your supervisor, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. will assume you have voluntarily quit your job at the end of the third day. If you know in advance that you are going to be absent (e.g., medical/dental appointment), you must schedule the absence with your supervisor at least one week in advance.

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. may determine that absenteeism is excessive if, based on all the facts and circumstances, it is found disruptive to the business operations, co-workers or customers. Each case will be evaluated based on the surrounding facts and circumstances. Absenteeism that is determined to be excessive may lead to disciplinary action up to and including the possibility of immediate termination. If you are absent due to illness, or demonstrate a pattern of absences, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. reserves the right to require you to produce a doctor's certificate before you return to work.

### TARDINESS

You must arrive at your job location and be ready to start work at the beginning of your assigned shift and be ready to resume work on time.

Tardiness may lead to disciplinary action, up to and including termination.

We know that traffic or weather conditions may cause you to be late occasionally. If this happens, notify your supervisor that you will be late and when you will be able to report for work. However, you are expected to plan for traffic and weather problems and to allow for extra time to commute to work, if necessary.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

Repeated or excessive tardiness will lead to disciplinary action up to and including termination. Tardiness is excessive if you are frequently or unnecessarily late, or if you demonstrate a pattern of tardiness.

### PERSONNEL RECORDS

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. maintains a personnel file on each employee. The contents of your file are open for your inspection; however, you are requested to provide 24 hours notice prior to viewing your file. All files must remain in the Personnel Office; however, you may request photocopies of items you have signed or previously received. If you choose to make copies of documents in your file, there will be a per page photocopy fee. Should you have any personal changes such as address, phone number, marital status, or a change in the number of your dependents, you must inform the Director in writing so your personnel records remain current. In addition, you should send a copy of any education or training you have participated in, or certificates you receive.

### OPEN DOOR POLICY

Managements' door is open to your concerns, questions, and suggestions up to and including that of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s Director. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. provides opportunities for you to express yourself without fear of jeopardizing your position. If you have a problem with your immediate supervisor which, despite your mutual efforts, cannot be resolved, you may make an appointment to talk it over with the Director. Before you use the open door, if at all possible, try to resolve the problem or question with your own supervisor first. If you have a concern or complaint relating to



## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

Harassment or Equal Opportunity, you may file a report directly with the Director.

### STAFF INPUT TO PERSONNEL POLICIES

Employees are encouraged to share their comments and ideas on SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s personnel policies. Policies are reviewed and, if needed, updated on an annual basis. You may participate in this process by communicating with your supervisor or directly to the Director.

### EMPLOYEE MEETING

Staff meetings (weekly clinics) are regularly held at SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s site or a designated location for the exchange of information and providing answers to any questions you may have. Agency-wide employee meetings are also held as is needed. At those meetings the Director and/or supervisors will update you on important Agency issues, process toward achievement of Agency goals, and answer questions.

### EMPLOYEE DEVELOPMENT

#### In-service Training Programs

In-service training is offered to assist with your professional and interpersonal growth and development. Direct service employees are required to attend at least fourteen hours of training per year. These programs are conducted outside business

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

hours focusing on theoretical concepts or analysis or representative programs, training films, guest speakers, review of literature and other learning tools.

### Transfers

Employees are transferred between sites clients as needed to assure the best interests of the clients, the Agency, and the employees. Since they increase the job-related knowledge, skill, and ability of employees, we consider transfers to be part of our program to assist employees in their career development. In transfer situations, reasonable efforts are made to accommodate employee preferences. We also try to give affected employees reasonable advance notice, except in cases of emergency.

### Promotions

It is SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s policy, whenever appropriate, to promote from within based on the quality of your work performance. The selection process is designed to give employees insight into their job related strengths and weaknesses in order to help the employee better prepare for promotional opportunities. When a promotional opportunity becomes available, employees who are qualified are encouraged to apply. Promotions are based on merit, business need, experience and educational qualifications and are in accordance with SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s Equal Employment Opportunity policy.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### MEDICAL EXAMNATIONS

All SI SE PUEDE BEHAVIORAL INTERVENTION, INC. employees engaged in direct client service are required to have a two step TB skin test within 7 days of employment, and annual skin tests or symptoms review thereafter.

### PREFACE EVALUATIONS

Evaluations of a new employee's performance will occur at 30 days and/or at the end of the month probationary period. From then on, evaluations will occur at least once per year on your anniversary date, and whenever we are contemplating a pay raise, but we reserve the right to review on a continual basis. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. reserves the right to defer or postpone an evaluation as needed.

The purpose of these evaluations are: (1) to evaluate the strengths and weaknesses of your work; (2) to communicate these to you; and (3) to set future performance goals. Your supervisor will prepare a written assessment of your job performance, which will be reviewed by the Director. After the initial review, you will meet with your supervisor to discuss the evaluation. You are encouraged to ask questions and comment about your evaluation. You may write your own comments on the evaluation form and sign it to show that you have read it and discussed it. A copy of the completed evaluation will be provided to you. A good performance evaluation does not guarantee a pay raise or alter the at-will status of employment. Pay increases may not occur each year, nor is a good performance evaluation necessarily a promise of continued employment.

# SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

## UNLAWFUL HARASSMENT

In accordance with applicable law, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, sexual orientation, marital status, medical condition, veteran status, age, and any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated.

### A. Sexual Harassment Defined

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, assault, or impeding or blocking movements; and
- Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for SI SE PUEDE BEHAVIORAL INTERVENTION, INC..

### B. Other Types Of Harassment

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, sexual orientation, marital status, medical condition, veteran status, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- Retaliation for reporting harassment or threatening to report harassment.

### C. Complaint Procedures

SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the employee has not lost a job or some economic benefit.

If you believe you have been harassed on the job, or if you are aware of the harassment of others, you should provide a written or verbal complaint to your immediate supervisor as soon as possible, or to any other supervisor or manager. You may also call the Director directly to report your complaint. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

Applicable law also prohibits retaliation against any employee by another employee or by SI SE PUEDE BEHAVIORAL INTERVENTION, INC. for using this

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. will not knowingly permit any retaliation against any employee who complains of prohibited harassment or who participates in an investigation.

All incidents of prohibited harassment that are reported will be investigated. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser(s).

If SI SE PUEDE BEHAVIORAL INTERVENTION, INC. determines that prohibited conduct has occurred, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment or misconduct. If a complaint of prohibited conduct is substantiated, appropriate disciplinary action, up to and including immediate termination, will be taken. Whatever action is taken against the wrongdoer will be communicated to the employee who complained.

### D. Liability for Harassment

Any employee of SI SE PUEDE BEHAVIORAL INTERVENTION, INC., whether a coworker or manager, who is found to have engaged in prohibited

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

harassment is subject to disciplinary action, up to and including immediate discharge from employment. Any employee who engages in prohibited harassment, including any manager who knew about the harassment but took no action to stop it, may be held personally liable for monetary damages. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

### E. Additional Enforcement Information

In addition to SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and state agencies such as the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with either of these agencies. The EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. These agencies are listed in the telephone directory.



# SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

## DISCRIMINATION AND HARASSMENT

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is committed to providing a work environment free of discrimination, and unlawful harassment because of sex, race, national origin, disability, marital status, age (except as provided by law), sexual preference, religion, veteran status or any other protected basis and maintains a strict policy prohibiting such discrimination and harassment. This policy applies to all employees, volunteers and consultants.

Unlawful verbal, physical, visual, and sexual harassment of co-workers, employees, volunteers, clients and members of the public is absolutely forbidden. Unlawful harassment can take many forms. You must be sensitive to the feelings of others and must not act in a way that could be considered harassment by someone else. A few examples of prohibited harassment (for illustrative purposes only) are:

- (1) Verbal (racial, sexual, or ethnic jokes and insults).
- (2) Physical (sexually suggestive or unwelcome touching, or obscene gestures).
- (3) Visual (insulting cartoons, sexually suggestive or lewd pictures or photographs).

Sexual harassment may consist of unwelcome sexual advances, deprecating sexual remarks (references to women may include "honey," "doll," "dear") or an environment demeaning to women or men.

If you think that you or one of your co-workers has been the victim of unlawful harassment, you must report the incident and the names of the persons to your supervisor or the Personnel Department immediately. Supervisors who become aware of unlawful harassment must report it immediately. This incident will be

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

investigated, if you do not report unlawful harassment, it cannot be investigated. Your cooperation is crucial. There will be no retaliation against you making a complaint of sexual harassment. If you cannot report harassment to your supervisor, you should report the Director.

### GENERAL RULES OF CONDUCT

Work rules are necessary to good management, employee safety, effective work, and fairness. Listed below are examples of unacceptable conduct. Because it is not possible to list every possible form of unacceptable conduct, there may be other conduct not listed that is contrary to SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s interests and that is also not allowed.

### DISCIPLINE, DISCHARGE, AND TERMINATION

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. expects high quality work from its employees, and expects you to conduct yourself in a business-like manner. If discipline is necessary, it may take the form of an oral warning, a written warning, suspension, or termination, at management's discretion. A negative performance evaluation will count as a written warning. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has the right to determine what discipline is appropriate. There is no standard series of disciplinary steps SI SE PUEDE BEHAVIORAL INTERVENTION, INC. must follow. In certain circumstances, your conduct may lead to immediate termination. Further, as previously stated, both you and SI SE PUEDE BEHAVIORAL INTERVENTION, INC. may terminate your employment at any time, on notice to each other, without cause. SI SE PUEDE BEHAVIORAL

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

INTERVENTION, INC.'s discipline procedures are not meant to imply any contrary policy.

The following conduct may result in disciplinary action including immediate termination without warning. The type of discipline will depend on the seriousness of the violation and the specific facts and circumstances of the conduct.

- (1) Malicious or willful destruction or damage to Agency property or supplies, or to the property of another employee, a customer, a client, or a visitor.
- (2) Stealing or removing without permission Agency property or property of another employee, a customer, a client, or a visitor.
- (3) Obtaining your job by lying or giving false or misleading information; falsifying any employment documents or records, including your or a coworker's time records; and other acts of dishonesty.
- (4) Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property without proper authorization.
- (5) Possession, use or sale of alcoholic beverages, or the illegal use, sale or possession of narcotics, drugs or controlled substances on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property and/or during work hours, or reporting for duty under the influence of alcohol or drugs.
- (6) Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor.
- (7) Fighting on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property.
- (8) Harassing, threatening, intimidating, or coercing a supervisor, another employee, client, customer or visitor.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- (9) Giving SI SE PUEDE BEHAVIORAL INTERVENTION, INC. or SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s customers' products away free of charge or at a discount to any person or in violation of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s policies.
- (10) Pleading guilty to or being convicted of any crime other than a minor traffic violation.
- (11) Failure to follow SI SE PUEDE BEHAVIORAL INTERVENTION, INC. procedures for maintaining the confidentiality of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s proprietary information.
- (12) Unsatisfactory job performance.
- (13) Not following an established safety rule.
- (14) Tardiness or excessive absence from work or your work area, including taking too long for lunch and break periods.
- (15) Leaving your job during working hours without notifying your supervisor and obtaining permission.
- (16) Horseplay or any other action that is dangerous to others or to SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property, or that disrupts work.
- (17) Smoking in areas where "No Smoking" signs are posted.
- (18) Working unauthorized overtime.
- (19) Use of abusive or vulgar language.
- (20) Carelessness or negligence in doing your job.
- (21) Using SI SE PUEDE BEHAVIORAL INTERVENTION, INC. equipment without permission.
- (22) Possessing or removing SI SE PUEDE BEHAVIORAL INTERVENTION, INC. or employee property, food, or other items without permission.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- (23) Sleeping while on duty.
- (24) Abuse of absenteeism
- (25) Inappropriate dress or grooming.

### VOLUNTARY RESIGNATIONS

Employees are requested to notify SI SE PUEDE BEHAVIORAL INTERVENTION, INC. of their anticipated departure date at least two weeks in advance. This notice should take the form of a written statement submitted to the resigning employee's supervisor or the Personnel department.

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. will consider you to have voluntarily terminated your employment if you do any of the following:

- (1) Resign from your position at SI SE PUEDE BEHAVIORAL INTERVENTION, INC.;
- (2) Do not return from an approved leave of absence on the date specified by the Agency; or
- (3) Fail to report to work and fail to call in for three or more consecutive work days.

As previously mentioned, your employment is at will; you and the Agency have the right to terminate your employment for any legal reason or no reason, on notice to each other.

# SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

## ARBITRATION POLICY

In the event of a dispute arising out of or related to the employer/employee relationship, or an employee's employment is terminated, and he or she contends that such termination was wrongful or otherwise in violation of any of his or her rights, including but not limited to, alleged violations of Federal, State and/or local statutes, claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy or any other alleged violation of the employee's statutory, contractual or common law rights, excluding workers' compensation claims, unemployment insurance matters, and any matters within the jurisdiction of the State Labor Commissioner, which cannot be resolved, the employee and SI SE PUEDE BEHAVIORAL INTERVENTION, INC. shall submit any such matter to binding arbitration within one year of the termination or resignation of the employee's employment or other dispute arising from the employment relationship within one year.

The purpose of this policy is to encourage the speedy, cost effective resolution of any dispute between SI SE PUEDE BEHAVIORAL INTERVENTION, INC. and its employees over the circumstances surrounding their dispute. This policy applies to all employees.

The procedure for arbitration is as follows:

- (1) Arbitration shall be the exclusive remedy for any dispute arising out of or related to the employer/employee relationship, including disputes concerning or related to the termination of the employer/employee relationship.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

(2) In arbitration, an employee's exclusive remedy for alleged violations of the terms, conditions or covenants of employment shall be a money award not to exceed either (1) the amount of wages he or she would have earned from the date of his or her termination to the date upon which the arbitration hearing begins, less any interim earnings, or (2) the amount of wages he or she would have received for one year from the date of his or her termination, less any interim earnings, whichever is less.

(3) Employees shall not be entitled to any other remedy, at law or in equity, including but not limited to reinstatement, other money damages, punitive damages and/or injunctive relief. Nor shall any arbitrator have any authority or jurisdiction to issue any award inconsistent with the foregoing.

(4) The fee of the arbitrator will be equally shared by the employee and SI SE PUEDE BEHAVIORAL INTERVENTION, INC..

### SEPARATION PROCEDURES

When you leave SI SE PUEDE BEHAVIORAL INTERVENTION, INC., you must return all supplies, keys and other Agency property. You will receive information regarding any conversion or continuation rights you may have with respect to your insured benefits. The actual last day worked will be considered the date of termination.

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is extremely concerned about the accuracy of information provided to individuals outside the Agency regarding current or former employees. Consequently, no

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

employee may provide (either on or off-the-record) any information regarding current or former employees to any non-employee without the specific written approval of the Director. This includes letters of reference.

The Director should be promptly advised of any formal or informal requests for information about current or former employees. The Director will normally verify, upon written request, only an employee's dates of employment, position or positions held, and final rate of pay. A written disclosure authorization and release may be required before any information is furnished.

### PAY AND BENEFITS

#### PAY PERIODS

At SI SE PUEDE BEHAVIORAL INTERVENTION, INC. there are two pay periods each month, one ending on the 15<sup>th</sup> of the month and the other on the last day of the month. All time must be submitted to the Director at the end of the day (15<sup>th</sup> or last day of the month) by fax (510) 782-0970 or by email at [sisepuedebi@aol.com](mailto:sisepuedebi@aol.com). Payroll checks may be received either via postal mail or direct deposit on the 5<sup>th</sup> and 20<sup>th</sup> of each month.

Any questions you may have about your paycheck and/or your deductions should be addressed through the Director.



## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### PAYROLL DEDUCTIONS

Federal and State laws require that the Agency withhold taxes from your wages. These are: (1) federal income tax; (2) California income tax; (3) Federal Insurance Contributions Act (FICA) (social security and Medicare); and (4) California State Disability Insurance (SDI). If you want to change the number of your exemptions or your marital status for federal or State income tax withholding purposes, new W-4 forms are available at each facility.

While it is the SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s preset intention to continue these benefits, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice.

### EMPLOYMENT ACCOMMODATION

Sometimes employees need assistance with special equipment or modified employment practices in order to perform their job duties. Employees with disabilities are encouraged to seek such assistance if needed to perform specific functions of their position. Requests may be made to a supervisor, manager, or you may contact the HR office directly. All requests will be handled in a confidential manner. Each request will be evaluated individually and take into consideration SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s ability to reasonably provide the requested accommodation.

# SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

## SAFETY AND SECURITY

Safety of all employees is a vital concern at SI SE PUEDE BEHAVIORAL INTERVENTION, INC. and is one of your most important responsibilities. It is therefore part of every employee's job duties. Following the Agency's safety policies to the letter is essential. If you see an unsafe condition you must report it to your supervisor. You must also report all accidents, no matter how minor. Learn the location of the nearest first aid kit, fire extinguisher, and exit.

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. requires that all equipment and machinery be in proper working order and safe to work with at all times. If any equipment or machinery breaks down, do not use it until a qualified technician ensures that it is repaired and safe. All broken machinery should be tagged "Out Of Order".

Employees are required to exercise care in their use of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property and to use such property only for authorized purposes. Negligence in the care and use of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property may be considered cause for disciplinary action, up to and including termination.

The general security of everyone is also of vital importance. Everyone's participation is required to make sure that our facilities are free of theft, vandalism, and security breach. Report any incident or violation of safety or security to your supervisor or manager immediately.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

Working alone in the building, especially after business hours should be avoided. Any act or threat of violence must be taken seriously and is to be reported immediately.

NOTE: The safety and security section of this handbook refers to the general SI SE PUEDE BEHAVIORAL INTERVENTION, INC. policies and procedures. Refer to the section titled Injury and Illness Prevention Program for specific safety details affecting your work.

### GENERAL SECURITY

The following security procedures must always be followed to ensure your safety, and the safety of your fellow employees, and to ensure the confidentiality of Agency and client information:

- 1) All confidential materials must remain secured when not in use. Client files must be returned to the central file storage for lockup by 4:00 p.m. each day. Confidential materials may not leave the Agency premises at any time without approval by the Director. All formal requests for release of information must be reviewed by the department manager or his/her designee.
- 2) All employees assigned a key and/or a security code will sign for, and maintain responsibility for them. Employees should never release their key or personal code to another employee.
- 3) Lock-up and code-out procedures are the responsibility of the Director or his/her designee. All buildings must be secure before an employee assigned to

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

close may leave. No one employee should remain in the building alone after hours.

- 4) Employees assigned computer access to Agency network systems are required to maintain password confidentiality. No employee may provide their password to another individual.

Failure to comply with this policy may result in disciplinary action up to and including termination.

### CRIME

Crimes may be rare at SI SE PUEDE BEHAVIORAL INTERVENTION, INC.; however, it is critical to pay attention to the environment around you and assist in reporting all incidents, no matter how small they may seem. Crimes may involve theft, vandalism or violence and may potentially worsen if not reported immediately. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has developed a complete violence prevention and safety program that is fully discussed in the SI SE PUEDE BEHAVIORAL INTERVENTION, INC. Injury and Illness Prevention Program which is located in the safety binder in the office.

For your immediate safety, you must follow these procedures if a crime occurs while you are on duty:

- 1) Avoid confrontation with the person committing the act of crime. Take a defensive and low-profile position and cooperate with the person to avoid escalation of violence.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- 2) Try to keep your clients and fellow employees as safe as possible.
- 3) As quickly as possible after the crime is committed, call for any medical help that may be needed.
- 4) As quickly as possible after the crime has been committed and medical help has been called for, contact the local police department and your supervisor.
- 5) In your own words, write down all details of the crime as you remember them, including the date, the time, a description of the person or persons involved, what they were wearing, and what happened.
- 6) List the names of all witnesses at the scene of the crime, and get written statements from them with as many details as they can remember about the crime and the persons involved.

### EMERGENCY SITUATIONS

In case of fire, threat of arson, threat of bombing, acts of violence, earthquakes, and other emergencies or disaster events, the following actions must be taken immediately:

#### IN CASE OF FIRE:

- 1 Sound the alarm or call for evacuation.
2. Those in charge of their clients shall proceed to evacuate through the nearest and safest exits and to a safe area.
  - A trained staff or employee may attempt to put out a fire with a fire extinguisher if the fire will not be a threat to one's safety.
  - If a fire is more challenging, it is best to call 911 immediately.
  - NO exits should be blocked.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- Account for everyone. No one should be left in the building.

### IN CASE OF AN EARTHQUAKE:

1. Call out "earthquake" and "take cover."
2. Stay away from windows, hanging light fixtures, cabinets, and tall objects.
3. Get under tables and in doorways. Help someone by telling if they happen to be exposed.
4. Do not get out of building until the shaking stops.
5. Evacuate everyone to a safe area outdoors - away from building, light poles, power lines, walls and fences.
6. Account for everyone. No one should be left in the building.

### IN CASE OF A BOMB THREAT:

- When a call is made involving a bomb threat, be calm and ask where the bomb is, what it looks like, and how it is to be detonated.
- Ask what he/she wants and if he/she wants to talk to anyone.
- Identify the type of voice, background noise, and any other information about the caller.
- Report the situation to your supervisor or manager immediately.
- Do not alarm anyone. Call for an evacuation to a safe area about two blocks from the building (this is suggested by the police and fire departments).
- Notify the police department immediately.
- File a written report in your own words including all pertinent details as you remember them, including the date, the time, and description of the voice and what was said.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- Do not touch, move or handle any suspicious objects. Keep clients and employees away from such objects.

Remember: do not try to be a "hero" or to stop the crime from being committed. Your safety and the safety of others is much more important to SI SE PUEDE BEHAVIORAL INTERVENTION, INC. than the fate of the criminal or the Agency's property.

### ON THE JOB INJURIES

If an employee is seriously injured on the job, he or she must get medical treatment immediately. If necessary, an ambulance will be called. If the injury is less serious, the supervisor must make arrangement to have the employee taken to the doctor.

Should you wish to be under the care of your own doctor from the first day of a work-related injury, you must supply your supervisor and the Director with the name, address and telephone number of your doctor (in writing) prior to the injury.

#### Workers' Compensation

If you are injured while performing your job duties, you may be covered by SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s workers' compensation insurance. You must report your injury to your supervisor as quickly as possible, no matter how minor it is, and even if you do not need medical treatment. If the injury requires treatment or results in a claim, the supervisor must make a written report of the injury to the Director as soon as possible after the injury occurs. Workers' compensation claim forms should be sent to the Director.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

It is a law, that the fraudulent use of the worker's compensation system to gain benefits is a criminal offense and punishable by imprisonment or fine, or both. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is required by this law to report any suspected fraud to authorities. Misuse, abuse or fraud will not be tolerated.

### DRUG AND ALCOHOL POLICY

It is the responsibility of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. and all employees to maintain a safe, healthful and efficient working environment and to deliver services to the public in a safe and conscientious manner. It is our goal to provide the best possible service to our consumers and customers while always improving the Agency's public image. To achieve these goals, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has adopted a drug and alcohol-free work place. The following rules about the use, possession, and sale of drugs and alcohol by its employees on company premises or anywhere during work hours:

- The illegal use, sale, manufacture, distribution, dispensation or possession of narcotics, drugs or controlled substances while on the job or on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property will result in immediate termination.
- Conviction for the illegal use, sale, manufacture, distribution, dispensation or possession of narcotics, drugs, or controlled substances off duty or off SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property also may result in termination.



## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

- If you are arrested for a drug-related offense and are awaiting trial, you may be suspended without pay until: 1) all charges against you are dismissed; 2) you plead guilty; 3) your trial results in a verdict. If you plead guilty or are convicted of a drug-related crime, you will be terminated.
- The illegal or excessive use of drugs off duty and off Agency premises is also unacceptable. It can have a poor effect on your job performance, your responsibility is to our clients and may interfere with our goal to provide services to our customers that meet or exceed those of our competitors.
- Alcohol may not be consumed on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property. The use of alcohol during working hours or reporting for duty under the influence of alcohol or illegal drugs may result in discipline up to and including termination.
- The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician, or over-the-counter medications that you buy at the store, is allowed so long as there are no side-effects that will cause hazardous conditions to the user and/or others. If you cannot do your job satisfactorily because you are taking prescription or over-the-counter medicine, SI SE PUEDE BEHAVIORAL INTERVENTION, INC. may require you provide a doctor's verification. You may be eligible to take a leave of absence if the doctor concludes that you cannot do your job safely and efficiently because you are using prescription or over-the-counter medicine.

# SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

## SMOKING

Because SI SE PUEDE BEHAVIORAL INTERVENTION, INC. promotes wellness in the workplace, the Agency does not permit smoking in any building, including company vehicles. However; smoking is permitted outdoors, and SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has provided designated smoking areas for your use. Smokers should avoid smoking near doorways. Please keep these areas clean.

## DRESS CODE

A professional appearance is essential to your job. You are a representative of SI SE PUEDE BEHAVIORAL INTERVENTION, INC., and are often the first contact that the public and customers have with the Agency. We request that you wear articles of clothing suitable to the type of work that you do, and the environment in which you work. You are expected to practice good grooming and personal hygiene, and articles of clothing or jewelry should not constitute a safety hazard.

No clothing or jewelry should be worn that would pose a safety hazard when working near machines or equipment. Dangling jewelry and loose clothing may get caught in machines. Long hair should be tied back or secured when working near machines.

Safe footwear must be worn at all times while you are on Agency premises. If you have a question about proper attire in your specific department, ask your supervisor or Director.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

### DRIVING ON SI SE PUEDE BEHAVIORAL INTERVENTION, INC. BUSINESS

If you drive a vehicle on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. business, you must have a valid California driver's license properly classified for the vehicle being driven and valid vehicle insurance.

If you are using your personal vehicle for authorized SI SE PUEDE BEHAVIORAL INTERVENTION, INC. business, you must have an approved California DMV operators report on file with SI SE PUEDE BEHAVIORAL INTERVENTION, INC. and a copy of your current automobile insurance policy insuring the vehicle on file with SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s. Your vehicle must be legally and safely maintained, with operable seat belts for each person occupying the vehicle. The number of occupants in the vehicle at any one time must not exceed the seating capacity designated for the vehicle. The California State insurance codes indicate the insurance follows the car. Therefore, your personal automobile policy is the primary respondent in the event of an accident. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. provides no insurance on your vehicle. You should maintain adequate automobile liability insurance limits to protect you against claims brought by third parties for accidents resulting from your negligence, and you must maintain appropriate physical damage coverage on your vehicle.

All unusual incidents and all accidents involving vehicles being operated on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. business (personally owned vehicles) must be reported in writing to your supervisor within 24 hours.

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

Employees are never to transport SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s clients in their personal vehicle during business hours.

### GENERAL LIABILITY INSURANCE

Employees operating within the scope of their prescribed duties are covered under the general liability insurance coverage provided by SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s carrier. Such insurance coverage is provided at SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s expense and at levels determined by SI SE PUEDE BEHAVIORAL INTERVENTION, INC. according to its requirements and procedures.

### PERSONAL BELONGINGS

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. assumes no responsibility for personal property of an individual that is lost, stolen or damaged. The responsibility for safeguarding, replacing or repairing personal property lost, stolen, or damaged while on company premises or in a company-owned vehicle is that of the employee. Employees are encouraged not to bring personal property to work.

### PARKING

Parking facilities are provided on SI SE PUEDE BEHAVIORAL INTERVENTION, INC. property for your convenience. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. assumes no responsibility for damage or loss to automobiles or personal property. Employees are to park only in designated areas.

# SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

## INSPECTION POLICY

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. provides desks and lockers for the convenience and use of its employees at the Agency's expense. Although desks and lockers are made available for the convenience of employees while at work, employees should remember that all desks and lockers remain the sole property of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.. Moreover SI SE PUEDE BEHAVIORAL INTERVENTION, INC. reserves the right to open and inspect desks and lockers, as well as any contents, effects, or articles that are in desks or lockers. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by any supervisor, manager or security personnel designated by SI SE PUEDE BEHAVIORAL INTERVENTION, INC..

Prohibited materials, including but not limited to weapons, explosives, alcohol and controlled substances, may not be placed in a desk or locker. Perishable items also should not be stored in desks or lockers or left for prolonged periods. Employees, who, if requested, fail to cooperate in any inspection will be subject to disciplinary action including possible suspension or termination. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is not responsible for any articles that are placed or left in a desk or locker that are lost, damaged, stolen or destroyed.

SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s telephone systems permits employees to receive and send faxes, and receive phone calls. The telephone system is an important asset of the employer and has been installed at substantial expense to facilitate business communications. It must be remembered that the phone system is intended solely for business use. In keeping with this intention, SI

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

SE PUEDE BEHAVIORAL INTERVENTION, INC. maintains the ability to monitor any phone calls made on its telephone system or the computer e-mail system.

Because SI SE PUEDE BEHAVIORAL INTERVENTION, INC. reserves the right to obtain access to all voice messages and computer e-mail messages left or recorded on the system, employees should not assume that such messages are confidential or that access by SI SE PUEDE BEHAVIORAL INTERVENTION, INC. or a designated representative will not occur.

### INTERNET / ELECTRONIC COMMUNICATIONS POLICY

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. has devoted significant resources to provide computers and other electronic equipment for the purpose of promoting its legitimate business interests. This policy is established to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner. It is devised to address the company's legal responsibilities and concerns regarding the fair and proper use of all electronic communications devices within the organization.

#### Scope of Policy

This policy extends to all features of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s electronic communications systems, including but not limited to, computers, e-mail, connections to the Internet and World Wide Web and other internal or external networks, voicemail, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of the

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

company is subject to this policy and is expected to read, understand, and comply fully with its provisions.

### Rules

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of the communications systems. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

- SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communication systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene, or sexually offensive material or information.
- SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device in a manner that violates the company's anti-discrimination policies of commitment to equal employment opportunity will be subject to disciplinary action, including the possibility of immediate termination.
- Employees may not use any electronic communications device for a purpose that is found to constitute, in the company's sole and absolute discretion, a

## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

commercial use that is not for the direct and immediate benefit of SI SE PUEDE BEHAVIORAL INTERVENTION, INC..

- Employees may not use any electronic communications device in a manner that violates the trademark, copyright, license or rights of any other person, entity, or organization.
- Employees may not use any electronic communication device in a manner that infringes upon SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s proprietary, confidential or trade secret information.
- Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interests of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. or for any purpose that creates an actual, potential or apparent conflict of interest with SI SE PUEDE BEHAVIORAL INTERVENTION, INC..
- SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s policies against political contributions/lobbying, questionable payments, gifts/gratuities and entertainment extend to the communications systems.
- Employees should identify all communications as "privileged and confidential" or "attorney/client" privilege when it is accurate and appropriate to do so. In this manner, the company can assert any protections, privileges, and rights relating to communications if it becomes necessary to do so.

### Access

SI SE PUEDE BEHAVIORAL INTERVENTION, INC. must retain the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote SI SE PUEDE BEHAVIORAL INTERVENTION,



## SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

INC.'s interests, all such computers and electronic devices, whether used entirely or partially on SI SE PUEDE BEHAVIORAL INTERVENTION, INC.'s premises or with the aid of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. equipment or resources, must remain fully accessible to SI SE PUEDE BEHAVIORAL INTERVENTION, INC. and, to the maximum extent permitted by law, will remain the sole and exclusive property of SI SE PUEDE BEHAVIORAL INTERVENTION, INC..

Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communication device owned, leased, or operated in whole or in part by or on behalf of SI SE PUEDE BEHAVIORAL INTERVENTION, INC. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communications device, by and through its agents, employees, or representatives, at any time, either with or without an employee's or third party's knowledge, consent or approval. Employees who are provided access to computers must advise the office of Information Systems, in writing, of any password they use to gain access to computers or the Internet as well as any changes to such password. Such notice must be made immediately.

### Compliance is Essential

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communication device will be subject to disciplinary action, up to and including the possibility of immediate termination.

SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

Acknowledgement

I have received my copy of the 2003 *policies and procedures* for SI SE PUEDE BEHAVIORAL INTERVENTION, INC. and agree to abide by the provisions described by these policies. I understand that it is my obligation to read and understand and adhere to these policies. I understand that I am governed by the contents of the policies and that SI SE PUEDE BEHAVIORAL INTERVENTION, INC. may change, rescind or add to any policies, benefits or practices described in the handbook, other than the employment-at-will policies from time to time in its sole and absolute discretion with or without prior notice. SI SE PUEDE BEHAVIORAL INTERVENTION, INC. will advise employees of material changes within a reasonable time.

I understand and agree that employment at SI SE PUEDE BEHAVIORAL INTERVENTION, INC. is employment at-will and that either I or SI SE PUEDE BEHAVIORAL INTERVENTION, INC. may terminate the employment relationship at any time, for any reason, with or without notice. This represents an integrated agreement with respect to the at-will nature of the employment relationship. These policies replace earlier SI SE PUEDE BEHAVIORAL INTERVENTION, INC. policies and take precedence over previous memoranda and oral descriptions of the terms and conditions of these policies. The handbook may not be modified, altered or amended, either expressly or implied, except in writing and signed by the director of SI SE PUEDE BEHAVIORAL INTERVENTION, INC.

  
Employee Signature

Desiree Pacheco  
Print Name

9/10/09  
Date

Note to Employee. The original of this form will become part of your personnel file. Keep a copy of this form for your records.

# **EXHIBIT B**

SI SE PUEDE BEHAVIORAL INTERVENTION, INC.  
Mileage Reimbursement Form

Name: \_\_\_\_\_

Period Covered: \_\_\_\_\_ (i.e., month/1-15/year or month/16-31/year)

DATE	Beginning Miles	Ending Miles	Total Miles

Miles Claimed By Employee: \_\_\_\_\_  
Minus Adjustment to Miles: \_\_\_\_\_  
Approved Mileage: \_\_\_\_\_

Approved Mileage x \$0.50:  
(            ) x \$0.50 = \_\_\_\_\_

Check #: \_\_\_\_\_  
Date Paid: \_\_\_\_\_

new mileage reimbursement rate as of 9/1/8