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ALAMEDA COUNTY

22 2021

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Deputy

Yosef Peretz (SBN 209288)
Shane Howarter (SBN 311970)
PERETZ & ASSOCIATES
22 Battery Street, Suite 200
San Francisco, CA 94111
Tel: 415.732.3777
Fax: 415.732.3791
yperetz@peretzlaw.com
showarter@peretzlaw.com

Martin M. Horowitz (SBN 79073)
Stephanie Rubinoﬀ (SBN 98229)
HOROWITZ & RUBINOFF
1440 Broadway, Suite 607
Oakland, CA 94612
Tel: 510.444.7717
mhorowitz@h-rlegal.com
srubinoﬀ@h-rlegal.com

Attorneys for Named Plaintiffs IRENE CLINE, LYNN CHO,
DESIREE PACHECO, and ITZEL MARLENE DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA COUNTY**

IRENE CLINE, LYNN CHO, DESIREE
PACHECO, and ITZEL MARLENE DIAZ,
individually, on behalf of all other similarly
situated persons, on behalf of the
CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT
AGENCY, and on behalf of the STATE OF
CALIFORNIA,

Plaintiffs,

v.

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

Defendants.

Case No. RG18911378

**DECLARATION OF IRENE CLINE
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO
JUDGE WINIFRED Y. SMITH
DEPARTMENT 21

Date: August 13, 2021
Time: 10:00 a.m.
Reservation Nos.: R-2276695

Complaint Filed: July 2, 2018
Trial Date: None set

DECLARATION OF IRENE CLINE IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 I, Irene Cline, declare as follows:

2 1. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of
3 Class Action Settlement. The facts set forth in this declaration I know to be true of my own
4 personal knowledge, except where facts are stated to be based on information and belief, and
5 those facts I believe to be true. If called as a witness I could and would testify competently to
6 the matters set forth in this declaration.

7 2. I worked as an hourly, non-exempt tutor at SSPBI from June 2008 to August 2017.

8 3. Upon my hire, I received a copy of the SSPBI employee handbook stating that tutors are
9 only paid for time spent in sessions with clients. At that time, I was also informed that I may
10 submit a mileage reimbursement form by the end of each pay period to receive reimbursement
11 for miles spent driving to, from, and between clients' homes for sessions. A true and correct
12 copy of annotated excerpts from the SSPBI handbook are attached hereto as **Exhibit 1**.

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

15 5. Prior to 2017, I was only reimbursed for mileage when I voluntarily submitted a form to
16 SSPBI. If the form was submitted after the end of a pay period, it was considered late and I was
17 not reimbursed for any of the miles I drove during that period. If the form was not submitted at
18 all, I would not be paid for mileage. I estimate that I did not submit a mileage reimbursement
19 form between 20-30 times while working at SSPBI.

20 6. I was often not permitted to take meal or rest breaks, regardless of the number of hours I
21 worked in a day. There were many weeks where I was scheduled for back-to-back sessions
22 every workday. This meant I only had time to rush to my car and immediately drive to the next
23 session, with no time for a break or meal in between. At times I was scheduled for back-to-back
24 sessions so closely that I could not make it to from one session to another on time, even
25 hurrying from one session to the next. I would tell my supervisor that I cannot get to a clients'
26 house in that amount of time, and my schedule would be adjusted to allow sufficient driving
27 time.

28 7. I was never informed that I was entitled to take a meal break. As a result of working
back-to-back sessions, I frequently ate lunch in her car, even while driving to my next session,
or did not eat lunch at all. I recall taking a regular lunch only when a session was canceled at
the last minute, giving me a longer time between sessions.

8. I rarely heard that I could take rest breaks during the day. I recall that in approximately

1 2009, SSPBI Clinical Director Noemi Gomez told me that I could not work more than five
2 hours because then I would need to take a fifteen-minute break.

3 9. SSPBI calculated my overtime hours on a weekly basis rather than on a daily basis. As
4 a result, I was not paid for all of the overtime hours I worked. I estimate that I worked over
5 eight hours in a day at least several times each month that I worked at SSPBI.

6 10. As a result of these violations, SSPBI failed to provide me with accurate, itemized wage
7 statements.

8 11. I believe I am an adequate class member representative because I was subject to the
9 same employment practices and policies as the Class Members from SSPBI.

10 12. I am informed and believe that my claims against Defendants are typical of the Class
11 Members' claims being settled in this case. I have spoken with my attorneys regarding the
12 fiduciary duties that I have as a class representative and believe that I can adequately fulfill
13 those fiduciary duties to the Class Members.

14 I declare under penalty of the laws of the state of California that the foregoing is true
15 and correct and that this declaration was executed on this day 7/21/2021, in Hayward,
16 California.

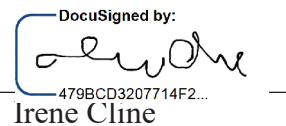
17  DocuSigned by:
Irene Cline
479BCD3207714F2...

EXHIBIT 1

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.