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8 **IN THE UNITED STATES DISTRICT COURT FOR THE**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 _____)
12)
13 WILLIAM EDWARDS,)
14 JAMES BROOKS,)
15 KYSER WILSON, and ROBERT)
16 JACKSON, on behalf of themselves and)
17 others similarly situated,)

18)
19 *Plaintiffs,*)

20)
21 v.)

22)
23 LEADERS IN COMMUNITY)
24 ALTERNATIVES, INC.,)

25)
26 *Defendant.*)
27 _____)

Case No. 3:18-cv-04609-WHA

**PLAINTIFFS’ OPPOSITION TO
DEFENDANT’S MOTION FOR
SUMMARY JUDGMENT**

Date: November 21, 2019
Time: 8:00 a.m.

28

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1 **I. Introduction**

2 Defendant LCA has failed to meet its burden of showing there are no disputes of material
3 fact for trial. Indeed, Defendant casually ignores significant and ample evidence in support of
4 Plaintiffs' factual claims and offers only unreliable, conclusory evidence in support of its own.
5 This Court has already highlighted the fact-intensive nature of the material issues in this case, *see*
6 ECF No. 100 at p. 6; Plaintiffs have sufficient competent evidence upon which a reasonable jury
7 could rule in their favor and Defendant's motion for summary judgment should be denied.

8 **II. Procedural Background**

9 Plaintiffs filed their Complaint on July 31, 2018, alleging various violations under the
10 Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) and (d), including that
11 the "LCA Defendants," which included its founder Linda Connelly, former CEO Diane
12 Harrington, CFO/COO Kent Borowick, and Assistant Program Director Raelene Rivas, "together
13 with Alameda County" created an "enterprise that operates in interstate commerce to extort
14 money by charging those under LCA's supervision daily rates far beyond their ability to pay."
15 ECF. No 1 at p. 42–43, 62. Plaintiffs alleged that LCA had engaged in the predicate act of
16 extortion to "induce fear in those under their control for the purpose of obtaining as much money
17 as possible; Defendants routinely threaten individuals on the LCA shackle who fall behind on
18 their payments with court-notified 'violations,' effectively threatening individuals with jail if
19 they do not pay the exorbitant fees demanded by LCA." *Id.*

20 Defendants filed a Motion to Dismiss that was denied in part and granted in part on
21 December 14, 2018. The Court "sustain[ed] plaintiffs' RICO claim against LCA." ECF No. 42
22 at p. 16. On June 6, 2019, after full briefing, oral argument, and an evidentiary hearing, this
23 Court denied class certification. Notably, this Court identified numerous factual inquiries that
24 would be "key issue[s] at trial." *See* ECF No. 100 at p. 6.

25 **III. Statement of Disputed Facts**

26 This case turns on material factual inquiries that are highly disputed. Plaintiffs have put
27 forth significant and credible evidence on these issues of fact that a reasonable jury could resolve
28 in Plaintiffs' favor. Defendant, on the other hand, relies almost entirely on conclusory

1 statements and a self-serving affidavit to advance its summary judgment arguments. *See* Ex. 1,
 2 Demonstrative Aid.¹ Summary judgment is inappropriate, and Defendant’s brief highlights the
 3 need for a fact finder to determine credibility because (A) Defendant’s statement of facts heavily
 4 relies on a procedurally problematic affidavit, (B) the training and policies at LCA are disputed,
 5 (C) the wrongful fee calculation at LCA is disputed, and (D) the culture of fear and intimidation
 6 is disputed, and (E) whether LCA threatened clients for profiteering purposes is disputed, and
 7 Defendant mischaracterizes Plaintiffs’ testimony on this point.

8 **A. Defendant’s Statement of Facts Heavily Relies on a Procedurally**
 9 **Problematic Affidavit**

10 Defendant’s key factual allegations rely exclusively on the declaration of Jeffrey Essex,
 11 signed three days before Defendant’s summary judgment motion was filed and seven weeks after
 12 the close of discovery.² Notably Defendants do not cite once to Mr. Essex’s sworn deposition
 13 testimony, which was taken in February 2019 and that was subject to cross-examination with
 14 attorneys from both sides present. Many of the topics included in his self-serving declaration
 15 have now been raised for the first time, and they are described differently, more expansively, and
 16 more favorably than in his deposition testimony given in February 2019. Such a self-serving
 17 declaration is suspect not only because of its timing but also because of its incongruence with
 18 Mr. Essex’s deposition testimony. Indeed, “if a party who has been examined at length
 19 on deposition could raise an issue of fact simply by submitting an affidavit contradicting his own
 20 prior testimony, this would greatly diminish the utility of summary judgment as a procedure for

¹ Plaintiffs understand Local Rule 56-2 to prohibit separate statements of undisputed facts, and Plaintiffs do not intend Exhibit 1’s illustration of disputed facts to circumvent the rule. Exhibit 1 is solely used as a demonstrative aid showing factual disputes for this Court’s convenience; there is no new content in Exhibit 1, as all the content is taken from Defendant’s already-filed brief or the text of this brief. Moreover, Exhibit 1 is not an attempt to circumvent page limits; again, all the content exists in either this brief or Defendant’s brief, and it adds no new argumentation. If this Court disagrees, Plaintiffs respectfully ask that this Court ignore their Demonstrative Aid or, in the alternative, allow Defendant to respond to it.

² Mr. Essex’s declaration is used as the sole support for critical disputed topics such as: the training that LCA employees receive, the policies and procedures for LCA’s electronic monitoring program, the “Friday Forums” management technique at LCA, the “motivational interviewing” training at LCA, the enrollment process at LCA, the participant handbook given to LCA clients, the acknowledgments made by LCA clients when starting the program, the rate calculation process at LCA, the factors bearing on rate reductions at LCA, the true availability of fairly calculated rates at LCA, the true availability of fair fee reductions at LCA, the default payments at LCA, the financial needs assessment protocol at LCA, the five-day-to-pay notices at LCA, the process for LCA sending notifications to the court, and the process for staff dealing with clients struggling to make payments, including whether case managers are encouraged to use threats.

1 screening out sham issues of fact.” *Van Asdale v. Int’l Game Tech.*, 577 F.3d 989, 998 (9th Cir.
2 2009). While Mr. Essex does not directly contradict himself, he failed to offer much of the
3 information in his declaration during his deposition. The submission of a non-cross-examinable
4 declaration months after his deposition (and after the close of discovery) that raises new topics
5 and provides new information raises credibility issues that, at a minimum, a jury must test for
6 itself. A last-minute declaration cannot suffice to create settled facts or to resolve disputed facts.

7 Moreover, numerous portions of Mr. Essex’s declaration are conclusory, speculative, and
8 lacking in supporting facts.³ “A conclusory, self-serving affidavit, lacking detailed facts and any
9 supporting evidence, is insufficient” to support a factual claim on a genuine factual dispute.
10 *See Hansen v. United States*, 7 F.3d 137, 138 (9th Cir. 1993). Mr. Essex is a high-ranking
11 employee for the Defendant in this action, and his self-serving declaration cannot be taken at
12 face value, especially where it raises relevant information for the very first time. The factual
13 allegations in Mr. Essex’s declaration necessitate a credibility determination by a jury.

14 **B. The Training and Policies at LCA Are Disputed**

15 Defendant’s claims about training given on how to assess fees, payment options for
16 clients, phone etiquette, and “motivational interviewing” that do not encourage threatening
17 behavior are disputed. Defendant substantiates these claims with *nothing* other than Mr. Essex’s
18 self-serving declaration, and Plaintiffs have evidence to the contrary. For instance, former LCA
19 employees⁴ have testified that “[t]here is no formal training or training process whatsoever at
20 LCA. Case managers never receive training on how to calculate a monitoring fee based on
21 financial needs” “or what to do if a client said they could not afford their payments.” Ex. 3,
22 Ambriz Decl. at ¶ 4.⁵ Ms. Ambriz went on to explain, “[w]e were never trained to explain legal

³ Defendants note that Mr. Essex’s declaration is “very similar” to the declarations of LCA program directors Gonzalez, Turney, and Cazares. ECF No. 112 at p. 2, fn 1. Indeed, these declarations appear to be standard forms with virtually identical conclusory or speculative statements, showcasing their lack of particularized detail and the need for credibility determinations by a finder of fact.

⁴ LCA did not depose any former LCA employee whose testimony is offered in this case. On May 8, 2019, the Court informed Defendant’s counsel “[y]ou could have taken these three people’s depositions. . . . You should have taken them.” Ex. 2, Class Cert. Hrng. Transcript at p. 20:17–20. Discovery was open for another three and a half months and still Defendant LCA made no attempt to depose any former LCA employee.

⁵ Defendant chose not to depose Ms. Ambriz or any other former LCA employee who has offered testimony in this case. *See* Ex. 2, Class Cert. Hrng. Transcript, May 8, 2019 at pp. 19–20:24–20. At the summary judgment stage,

1 protections, fee disputes, or inability to pay to clients at intake or enrollment, and we never did.”
 2 *Id.* at ¶ 7. Former LCA employee Yvette Barrera testified that, regarding Motivational
 3 Interviewing techniques, “the fact is we weren’t using those.” Ex. 4, Hrng. Transcript at 24:3–5.
 4 And former case manager Maria Vargas testified that “threaten[ing] participants” “was an
 5 unwritten policy” at LCA. *Id.* at 51:9–11. LCA’s unwritten policy was to obtain the highest
 6 rates of money by any means necessary, including exploiting clients’ fear of going to jail.

7 C. The Wrongful Fee Calculation at LCA Is Disputed

8 Plaintiffs contend that the fees demanded by LCA were illegitimate, and there is
 9 significant evidence that LCA’s claimed practices — like the sliding scale, alleged fee
 10 reductions, and legitimate fee determinations — were no more than a facade. Instead of basing
 11 payments on ability to pay, LCA set clients’ fees at a default rate, erected false barriers to fee
 12 reductions, charged unemployed clients based on *past* income, and ignored taxes, child support,
 13 government financial obligations, and dependent children. *See infra*, Section (V)(A)(ii). LCA’s
 14 fee-charging practices violated California law and its contract with Alameda County. *See id.*; *see*
 15 *also* Cal. Penal Code §§ 1208.2 and 1208.4. LCA then extorted clients to ensure it received
 16 funds it was not legally entitled to. *See infra* Sections (V)(A)(i) and (ii); (V)(D).

17 That some clients received fee reductions does not mean they were not threatened —
 18 threats were used to extract money out of struggling clients, and impoverished people struggle
 19 even with “reduced”⁶ fees. To further its profiteering purposes, LCA used threats to ensure they
 20 got *some amount* of money out of every client, even those with reduced fees (who were still
 21 struggling to pay). Ms. Barrera clarified this issue when the Court inquired:

22 THE COURT: Wait, wait. Let me — wait a minute. You said in
 23 every case you made a threat, but she gave two examples where
 24 the person got a fee reduction.

the credibility of these former employees must be assumed in favor of the Plaintiffs. *See Suzuki Motor Corp. v. Consumers Union of U.S.*, 330 F.3d 1110, 1132 (9th Cir. 2003) (“On summary judgment, [the court] must draw all justifiable inferences in favor of the nonmoving party, including questions of credibility”).

⁶ The meaningfulness of fee reductions is a disputed fact. *See* Ex. 5, Vargas Decl. at ¶ 19 (“[Clients] often could not get their fees reduced even if they were experiencing extreme hardship. Even for clients that got an FNA . . . at most it would take a couple dollars off their fee, which didn’t help for those who were truly struggling.”). Plaintiffs contend that even “reduced” fees were wrongfully calculated and did not reflect a person’s “[p]resent financial position” as required by California law. *See* Cal. Penal Code § 1208.2(e).

1 THE WITNESS: Uh-huh.

2 THE COURT: So how do you explain that inconsistency?

3 THE WITNESS: Because a lot of times still even — even though
4 they were, like, at the lowest rate, they couldn't make the
5 payments.⁷

6 Whether a fee was marginally reduced (from a base rate that a jury might find
7 unreasonable in the first place) is not as important as the fact that the *client could not afford to*
8 *pay their reduced rate and was still wrongfully threatened.* By exploiting the fear of jail, LCA
9 got unwarranted payments from clients who were desperate and struggling to pay — this was
10 extortion. Fee reductions say nothing about whether fear was wrongfully used to extract a
11 reduced-but-still-unaffordable sum of money from struggling probationers.

12 **D. The Culture of Fear and Intimidation at LCA Is Disputed**

13 LCA's culture of fear and intimidation is disputed. Mr. Essex's claim that threats are
14 "opposite" of LCA's (disputedly non-existent) training cannot be taken at face value: this last-
15 minute claim has not been tested for credibility and is contradicted by the testimony of former
16 LCA employees. For example, former case manager Yvette Barrera testified that she knew "we
17 had to be, like, the mean ones with the clients; that we had to threaten those clients with jail
18 sentences." Ex. 4, Hrng. Transcript at p. 7. She also testified that "everybody was using [fear
19 tactics] in the office" against clients, and they "weren't helping the clients. Instead we were
20 forcing them and scaring them, but I was using them because it was coming from my
21 supervisors." *Id.* at 9:21; 14:18–20. Former case manager Lisa Ambriz testified there was
22 "extreme pressure on case managers to create an intimidating or threatening environment for
23 clients." Ex. 3, Ambriz Decl. at ¶ 30. Former case manager Claudia Canas testified that "LCA's
24 threatening business practices caused a continuous injustice to clients who were in a vulnerable
25 position and struggling to pay." Ex. 6, Canas Decl. at ¶ 13.

26 Defendant argues that case managers did not receive benefits or punishments based on
27 the success in collecting fees from probationers — this too is disputed by Plaintiffs' evidence.
28 Moreover, "extortion as defined in the [Hobbs Act] in no way depends upon having a direct

⁷ Ex. 4, Hrng. Transcript at 35:13–20.

1 benefit conferred on the person who obtains the property.” *United States v. Green*, 350 U.S. 415,
2 420 (1956). Despite Defendant’s assertions, case manager Maria Vargas testified case managers
3 were given “verbal warnings” as a prerequisite to “discipline” for failure to collect fees. Ex. 4,
4 Hrng. Transcript at 57:13–19. Case manager Lisa Ambriz testified that an LCA office manager
5 “told us case managers that we would not get paid if we did not collect all the money we were
6 supposed to collect from clients.” Ex. 3, Ambriz Decl. at ¶ 24. As part of LCA’s culture of
7 intimidation, case managers were encouraged to demand illegitimate fee amounts by any means.

8 **E. Whether LCA Extorted Clients for Profiteering Purposes Is Disputed, and**
9 **Defendant Mischaracterizes the Plaintiffs’ Testimony**

10 The fear of jail was used to extort funds from clients, either through explicit threats of
11 jail, or implicit threats of jail by accusing clients of violating probation violations. Defendant’s
12 representation that there is “no evidence” that Plaintiffs were extorted is demonstrably false —
13 both Plaintiffs, along with nine other former LCA clients, testified to being threatened when they
14 could not afford to pay LCA’s demands. *See infra*, Section (V)(D). What Defendant *really*
15 means is that there is no evidence of extortion that Defendant is willing to accept as true. But
16 credibility questions are for the jury, and at the summary judgment stage, “[t]he evidence of the
17 non-movant is to be believed.” *McLaughlin v. Liu*, 849 F.2d 1205, 1207 (9th Cir. 1988).
18 Whether Defendant wants to believe the Plaintiffs is irrelevant; credibility of witnesses is
19 assumed in favor of the non-movant at summary judgment. Plaintiffs testified to being extorted
20 and threatened with jail when LCA demanded payments they could not make. This testimony is
21 corroborated by the testimony of nine other former LCA clients who were threatened by LCA
22 when they had trouble paying LCA.

23 Plaintiffs were not confused about the wording of the threats used, as Defendant
24 misleadingly suggests. Plaintiff Wilson testified that he told his case manager “I was going to
25 have trouble making a payment” and “[s]he told me if I didn’t make a payment, I was gonna go
26 to jail,” and those were her “exact words.” Ex. 7, Wilson Depo. at 49:3–15. Plaintiff Jackson
27 also testified to being explicitly threatened numerous times whenever he fell behind on payment;

1 “that’s when LCA started kicking in the threats Q. And the threat was? A. ‘*Pay me or go*
 2 *to jail.*’ Q. Those were her *exact words*? A. Yes.” Jackson Depo. at 64:1–8 (emphasis added).

3 Defendant’s summary of Plaintiffs’ testimony is misleading (including that there is “no
 4 evidence” the Plaintiffs were extorted). Plaintiffs contend that *every single* assertion in
 5 Defendant’s summary of Mr. Jackson’s and Mr. Wilson’s testimony is a mischaracterization, and
 6 for brevity give only a few examples here: Defendant claims Plaintiff Jackson “has no idea how
 7 many times he was allegedly threatened with jail nor could he remember the exact words that she
 8 used.”⁸ But Plaintiff Jackson testified to how many times he was threatened with jail and the
 9 exact words used: when asked to “estimate how many threats” his case manager made, he
 10 responded “[W]henver I would get behind. I would get behind a lot. Instead of paying weekly,
 11 I think I was paying probably like every three weeks, or biweekly.” Ex. 8, Jackson Depo. at
 12 58:1–8. He also testified the “exact words” his case manager used were “pay me or go to jail.”
 13 *Id.* at 64:1–14. Defendant manufactures a false sense of Plaintiff Jackson’s beliefs, saying he
 14 “never” thought his case manager was “out to get” him.⁹ But Defendant omits the immediately
 15 preceding testimony: Q. Do you think that she was trying to send you to jail? A. *If I didn’t pay*
 16 *her, yeah.* Q. But do you think she was, like, out to get you? A. No.” Jackson Depo. at 95:2–7
 17 (emphasis added). Similarly, LCA misleadingly states that Plaintiff Wilson “never called or
 18 otherwise contacted LCA to inform LCA he was unable to pay the monthly fee,”¹⁰ but Plaintiff
 19 Wilson testified that he told at least four separate LCA employees he was “having a problem
 20 paying, ‘cause I can’t work.” Ex. 7, Wilson Depo. at 47:6–14; 49:3–12; 53:1–8, 17–20. While
 21 Plaintiffs Wilson and Jackson have done nothing to undermine their credibility in this action,
 22 Defendant’s characterizations cannot be taken at face value and demonstrate the need for
 23 credibility determinations by a finder of fact.

24 **IV. Summary Judgment Standard**

25 At the summary judgment stage, the court must determine whether there are genuine

⁸ ECF No. 112 at p. 7:9–10

⁹ ECF No. 112 at p. 10:15.

¹⁰ ECF No. 112 at p. 7:9–10.

1 issues of material fact for trial, “viewing the evidence in the light most favorable to the
 2 nonmoving party.” *Devereaux v. Abbey*, 263 F.3d 1070, 1074 (9th Cir. 2001). “On summary
 3 judgment, [the court] must draw all justifiable inferences in favor of the nonmoving party,
 4 including questions of credibility and of the weight to be accorded particular evidence.” *Suzuki*
 5 *Motor Corp. v. Consumers Union of U.S.*, 330 F.3d 1110, 1132 (9th Cir. 2003).

6 At the summary judgment stage, “[t]he evidence of the non-movant is to be believed.”
 7 *McLaughlin v. Liu*, 849 F.2d 1205, 1207 (9th Cir. 1988) (citing *Anderson v. Liberty Lobby, Inc.*,
 8 477 U.S. 242, 255 (1986)). Moreover, credibility determinations are “jury functions[,] not those
 9 of a judge ruling on a motion for summary judgment,” including where “the opposition to a
 10 motion for summary judgment rests upon sworn statements.” *McLaughlin*, 849 F.2d at 1207
 11 (internal ellipses omitted). Thus, Defendant’s assertions that Plaintiffs have “no evidence” —
 12 when what they mean is *no evidence that Defendant chooses to believe* — are misleading,
 13 irrelevant, and inappropriate for any party to consider at the summary judgment stage.

14 **V. Summary Judgment Should Be Denied Because This Case Turns on Numerous**
 15 **Material Factual Disputes**

16 Given the body of Plaintiffs’ evidence, a reasonable jury could find that LCA engaged in
 17 a pattern of extortion against its vulnerable clients because (A) there is ample evidence that LCA
 18 engaged in extortion against probationers, (B) Defendant’s brief addresses the wrong RICO
 19 enterprise, and all other arguments regarding the enterprise are waived, (C) there is ample
 20 evidence that LCA engaged in conduct, (D) there is ample evidence that LCA engaged in a
 21 pattern, and (E) a reasonable jury could find causation in favor of the Plaintiffs.

22 **A. There Is Ample Evidence that LCA Engaged in the Predicate Act of**
 23 **Extortion**

24 The evidence that LCA used fear to extort money from probationers is extensive. A
 25 reasonable jury can find that LCA clients were extorted because (i) there is evidence LCA
 26 engaged in the predicate act of extortion, and Defendant’s conclusory arguments on this point are
 27 unavailing, (ii) there is evidence to support a jury finding of the “wrongfulness” of the amounts
 28 demanded by LCA, (iii) there is evidence to support a jury’s finding that Plaintiffs’ fear was

1 reasonable based on what their case managers were telling them, and (iv) litigation privilege and
2 quasi-judicial immunity are inapplicable to Plaintiffs' extortion claims.

3 **i. There Is Evidence that LCA Extorted Probationers, and Defendant's**
4 **Conclusory and Semantic Arguments to the Contrary Are Unavailing**

5 Defendants unfairly misrepresent Plaintiffs' testimony and evidence; for instance,
6 assailing Plaintiffs for not using the exact word "threat" to describe LCA's actions against them.
7 But these distinctions are no more than semantics, and a reasonable jury could hear Plaintiffs'
8 evidence and determine that LCA used fear to obtain money from clients.

9 First, telling someone they will go to jail if they do not pay can cause fear, even if there is
10 an intermediate step between failing to pay up and going to jail. Defendant relies on the
11 logically faulty argument that the intermediary step of going to court somehow means that
12 probationers are not afraid of violating probation and being sent to jail. As this Court has
13 rightfully stated, the proper way to view Plaintiffs' claims of extortion (consistent with the
14 language of the Hobbs Act and California Penal Code) is whether Plaintiffs "paid LCA amounts
15 they could not afford because they feared LCA would 'violate' them and they would return to
16 jail if they failed to pay." ECF No. 42 at p. 3. Plaintiffs have never argued that LCA case
17 managers literally had keys to the jail and could directly escort probationers into a cell; they
18 argue that LCA used its position as a probation authority to scare people by telling them if they
19 did not pay they would end up in jail. "If someone was behind on their payments, the case
20 manager would tell the person he or she was going to jail. They also told them LCA would drop
21 them from the program if they didn't pay, which was essentially the same message." Ex. 9,
22 Ridgell Decl. at ¶ 5. Plaintiff Wilson testified that even though an intermediate step was
23 involved, LCA made it clear to him he *would* go to jail if he did not pay: "A. She told me how it
24 goes. . . . you go to court, and if you don't make the payment, you're gonna go to jail. You're
25 gonna serve the remainder of your time." Wilson Depo. at 53:7-17. LCA's extortion does not
26 require it to have physically possessed the jail keys to directly put someone in the jail, and
27 Defendant cites no support for the notion that a threatening comment is not extortionate just
28 because an intermediate step is involved.

1 Second, simply because LCA prefers to cast its extortionate conduct as “advisement of
2 consequences” resolves nothing. A reasonable jury could find that using the consequence of jail
3 to extract money was a wrongful use of fear despite LCA’s self-serving characterizations.
4 Importantly, this Court has rightly noted that “[a] key issue *at trial* will accordingly be whether
5 LCA employees referenced the possibility of jail as an appropriate advisement[] of the program’s
6 requirements or, rather, as an extortionate threat made to wrongfully instill fear and profit LCA.”
7 ECF No. 100, p. 6 (emphasis added). Defendant tries to *resolve* this factual inquiry through the
8 mere use of the words “admonition” or “advisement of consequences” in its summary judgment
9 brief. But semantic games do not resolve disputes of material fact — especially where
10 Defendant’s preferred terminology contradicts the terminology used by former LCA employees
11 (who themselves admit carrying out threats against clients) in sworn testimony, such as “fearful
12 tactics,” “tactic of intimidation,” “instill[ing] fear,” “scaring the clients,” and “threat[s].” *See Ex.*
13 *4*, Hrng. Transcript, 6:11–17; 7:9–16; 34:17–24; 76–77:4–8. Defendant’s preferred terminology
14 does not resolve a highly disputed fact; it is for the jury to determine whether LCA’s fearful
15 tactics used for “scaring the clients” amounted to an inducement of fear.

16 Third, a jury can find that either explicit or implicit threats amount to a wrongful use of
17 fear. Defendant’s facile distinction between threatening jail explicitly, threatening to accuse a
18 probationer of violating probation, and threatening to terminate someone from the program is
19 immaterial. Threats do not have to take one specific form to constitute a use of fear; “[t]he
20 [Hobbs Act] does not limit the definition of extortion to those circumstances in which property is
21 obtained through the wrongful use of fear created by implicit or explicit threats, but instead
22 leaves open the cause of the fear.” *United States v. Abelis*, 146 F.3d 73, 83 (2d Cir. 1998). The
23 ultimate burden of proof here is to show fear was wrongfully used. A jury can find that the cause
24 of Plaintiffs’ fear arose from explicit threats, implicit threats they would go to jail (for instance,
25 as a result of being accused by LCA of failing their court-ordered probation), or some
26 combination of the two. Former LCA case manager Yvette Barrera testified that when
27 threatening to illegitimately “violate” clients, the threat of jail was implicit and used to scare
28 clients: “[W]e were scaring the clients. They were supposed to complete the program

1 successfully, which even though they were compliant, if they didn't have the money, we would
 2 still have to send the report.” Ex. 4, Hrng. Transcript at p. 7:12–19. Former case manager Maria
 3 Vargas explained, “the Violation Reports would be, like, if after five days you don’t pay, then we
 4 remove you from the program and we send that report to the court. We take the bracelet back off
 5 and basically *that would mean them going back to jail.*” Hrng. Transcript at 46:3–7. Consistent
 6 with Ms. Vargas’s testimony, even *current* LCA lead case manager William Basler testified that
 7 he had told clients “that going back to jail could possibly result from having this violation report
 8 filed or being removed from the program” and that he had “heard other case managers tell clients
 9 they could possibly go to jail” if removed from the program. Ex. 10, Basler Depo at 38–39:23–
 10 5. The implication from threats of Violation Reports or program removal was clear: if clients did
 11 not complete the program, they would go back to jail. Case manager Yvette Barrera testified that
 12 this implicit threat was told directly to clients:

13 Q. And do you count that, being terminated from the program, as
 14 part of this what you call fearful tactics?

15 A. Yes.

16 Q. Why?

17 A. If they [LCA clients] didn’t complete the program, they would
 18 go back to jail.

19 Q. Were they ever told that directly?

20 A. Yes.¹¹

21 The equivalence of being terminated from LCA’s program and going to jail was clearly
 22 understood by LCA employees and clients alike. *See, e.g.*, Ex. 9, Ridgell Decl. at ¶ 5; Ex. 8,
 23 Jackson Depo. at 123:9–25; Ex. 11, Garrison Decl at ¶ 7 (“It was made clear that if I did not
 24 cooperate with LCA and make payments on time, I would be referred over to probation and sent
 25 to jail.”). A jury could find — based on the circumstances of criminal probation and the power
 26 that LCA had to accuse people of probation violations — that LCA’s actions constituted a
 27 wrongful use of fear to extort probationers.

28 **ii. There is Evidence to Support a Jury Finding of the “Wrongfulness” of**
 29 **the Monetary Amounts Demanded by LCA**

¹¹ Ex. 4, Evidentiary Hrng. Transcript at p. 8:16–23.

1 LCA was not entitled to the payments it demanded from Plaintiffs, and this is one of the
 2 factual questions most highly contested in this litigation. While Plaintiffs may have agreed to
 3 pay some amount of fees,¹² they were also protected by California’s laws ensuring that “No
 4 person shall be denied consideration for, or be removed from, participation in any of the
 5 [electronic monitoring] programs to which this section applies because of an inability to pay all
 6 or a portion of the program supervision fees.” Cal Code § 1208.2(g). Yet LCA case managers
 7 claimed that they could do this to participants in order to scare, and some people were *in fact*
 8 *terminated for inability* to pay their fees. Ex. 12, Barrera Decl. at ¶ 6 (“I was not taught to help
 9 clients or reduce their payments; instead I was told to just keep pushing for the full payment, and
 10 to terminate people from the program if they didn’t pay.”); Ex. 3, Ambriz Decl. at ¶ 12 (“I saw
 11 many clients terminated from the program for inability to pay the fees LCA was demanding.
 12 During my time as a case manager, I saw approximately 40–50 people terminated from LCA
 13 because they could not make their payments.”).

14 The amounts LCA was demanding from clients were wrongful because Alameda
 15 County’s contract required LCA to charge and adjust fees based on “ability to pay,” to establish
 16 fees in a “consistent and fair manner,” and to offer an “appeal process for participants that do not
 17 agree with their fee assessment.” Ex. 13, Scope of Services. Instead, former case manager
 18 Ambriz testified “LCA did not have a policy for referring fee disputes to the court for resolution.
 19 I never saw a client referred to the court for help if they said they could not afford their daily fee.
 20 We simply wrote violation reports if they missed a payment.” Ex. 6, Ambriz Decl. at ¶ 13. Fees
 21 were not determined in a “consistent and fair manner” and ability to pay was not considered.¹³
 22 Instead, fee calculation was left to the managers, who were not interested in reducing fees for
 23 any reason. *See id.*; Ambriz Decl. at ¶¶ 8, 21; Canas Decl. at ¶¶ 3, 7–8. Lisa Ambriz testified:

¹² LCA repeatedly asserts that “Plaintiffs had voluntarily agreed to pay” the fees demanded by LCA without support. Even worse, Defendant represents to this Court that it has fee agreements signed by the Plaintiffs, and that it has attached those agreements to its motion, but Defendant’s exhibits contain *no such agreements signed by Plaintiffs*. *See* ECF No. 112, pp. 24–25; ECF No. 112-1, Exhibits C and D. Pursuant to Local Rule 7.3(a), Plaintiffs hereby object to Defendant’s Exhibits C and D. Because those exhibits do not contain the information claimed, Plaintiffs hereby move to strike Defendant’s Exhibit C and D from the record.

¹³ Despite LCA’s contentions that case managers used a sliding scale to assess fees, Maria Vargas testified case managers “were not allowed to use the sliding scale.” *See* Ex. 4, Hrng. Transcript at 57:6–9.

1 The closest thing to training at LCA is the existence of a sliding
2 scale that is only for certain counties, but it was not used to
3 determine clients' daily rates. In reality, it was standard operating
4 procedure to charge \$25.50 a day. . . . If LCA thought it could get
5 more money arbitrarily out of a particular client, they would add
6 additional fees accordingly. We were never trained to consider a
7 client's ability to pay when setting those fees, and there was never
8 any consideration of ability to pay.¹⁴

9 A reasonable jury could find that LCA's failure to calculate fees in a "fair manner" based on
10 ability to pay and its failure to provide an appeal process — which were required by Alameda
11 County — resulted in demands and extractions of wrongfully high amounts of money.

12 LCA violated not only the Alameda contract requiring an appeal process, but it violated
13 California law requiring that fee disputes be referred to a neutral court. *See* Cal. Code §
14 1208.4(h). Indeed, a former case manager testified that "LCA did not have a policy for referring
15 fee disputes to the court for resolution . . . We simply wrote violation reports if they missed a
16 payment." Ex. 3, Ambriz Decl. at ¶ 13. As an example of LCA's failure to comport with
17 California Code 1208.4(h), Plaintiff Wilson testified he told at least four different LCA
18 employees about his difficulty making payments, and LCA never gave him an appeal right or
19 followed California law regarding fee disputes. Mr. Wilson told his first case manager he was
20 having "difficulty paying [his] fees" after making his first payment, he raised his issue *again*
21 after his second payment (to a different case manager), he raised his difficulty paying *again* to
22 the LCA receptionist, and he raised the issue yet *again* to a third case manager. Ex. 7, Wilson
23 Depo. at 47:6–14; 49:3–12; 53:1–8, 17–20. Indeed, he raised his difficulty making payments
24 "[w]henever [he] talked to her," and her response was, "[y]ou're gonna go to jail." Ex. 7, Wilson
25 Depo. at 53–54:19–7. While Mr. Wilson raised his inability to pay with at least four separate
26 LCA employees, he was still never given the option to access any legal protections, he was never
27 told that his fee could be reduced, and he was never told he could take a fee dispute to the court
28 to have a judge resolve it. *Id.* at 120:12–23. Plaintiff Jackson also raised his inability to pay and
29 was never made aware of any alternative options other than "pay us or go to jail." Ex. 8, Jackson

¹⁴ Ex. 3, Ambriz Decl. at ¶¶ 5–6.

1 Depo. at 118:17; 119:2–8; 122:12–21.

2 LCA ignored California law’s definition of “ability to pay” as a person’s overall financial
3 situation as shown by his or her “(1) Present financial position, (2) Reasonably discernible future
4 financial position, (3) Likelihood that the person shall be able to obtain employment within the
5 six-month period from the date of acceptance into the program, [and] (4) Any other factor that
6 may bear upon the person’s financial capability to [pay].” *See* Cal. Penal Code § 1208.2(e).
7 Instead of conducting lawful ability to pay inquiries, Yvette Barrera testified to the Court that
8 LCA’s fee calculation process was “very unfair” because “we had to assess their fees even
9 though they weren’t working. We had to use their previous taxes, their previous W-2 forms and
10 their previous pay stubs, which it wasn’t, like, clear because they weren’t working. . . . [T]hey
11 weren’t working and we were asking for their previous pay stubs from their previous jobs.” Ex.
12 4, Hrng. Transcript at 25–26:10–1. A reasonable jury could find that calculating an unemployed
13 person’s ability-to-pay based on past jobs *that they no longer receive income from* was wrongful
14 based on California’s requirement that ability to pay be based on “present financial situation.”
15 *See* Cal. Penal Code § 1208.2(e).

16 LCA did not adjust fees based on “[p]resent financial situation,” or “factor[s] that may
17 bear upon the person’s financial capability,” such as employment or dependent children, in
18 violation of California law. *See* Cal. Penal Code § 1208.2(e). Ms. Barrera testified that the
19 Financial Needs Assessment did not take into account government obligations like child support
20 and that Program Director Eric Turney told her not to use such expenses when clients sought to
21 reduce their fees. *See id.* at 26:12–24. She testified that many clients struggled with these
22 illegitimate fee demands, “and we knew that they didn’t have a job, but still we were asking for
23 the money.” Ex. 4, Hrng. Transcript at p. 11:13–16. Maria Vargas testified “[g]ross pay was
24 calculated as how much a participant made, not taking into consideration taxes, child support,
25 wage garnishment, etc. When asked, William Basler simply said those were the rules enforced
26 by Diane Harrington and Kent Borowick.” Ex. 5, Vargas Decl at ¶ 21. A reasonable jury could
27 find that taxes, child support, and government obligations are “factors that may bear on a
28 person’s financial capability,” and that LCA’s practice of ignoring these factors in order to set

1 fees as high as possible violates California’s requirement that fees be set based on “[a]ny other
2 factor that may bear upon the person’s financial capability to [pay].” Cal. Code § 1208.2(e).

3 Plaintiff Robert Jackson’s fees were calculated pursuant to this wrongful method,
4 illustrating LCA’s violations. He was charged the automatic \$25.50 daily rate for the first sixty-
5 four days he was on LCA, even though he was unemployed when he began his monitoring, and
6 even though LCA knew he was widowed with three dependent children. *See* Ex. 14, Jackson
7 Fee Documents. Defendant claims that LCA grants a deduction for “each dependent adult or
8 child,” ECF No. 112 at p. 3, but LCA’s own documentation shows Mr. Jackson was immediately
9 charged at the default rate of \$25.50 a day, despite LCA knowing he was unemployed, widowed,
10 and the sole caretaker for his three children. *See* Ex. 14 (showing rate of \$25.50 for first 64 days,
11 despite three dependents).

12 LCA had a practice of hindering fee adjustments for struggling clients, meaning fees
13 were not based on someone’s “[p]resent financial situation.” *See* Cal. Penal Code § 1208.2(e).
14 Former case manager Lisa Ambriz testified, “[i]f clients wanted to get reductions in the daily fee,
15 we were pressured to make clients jump through ‘hoops’ to get paperwork Other than
16 losing their job completely, there was not really anything a client could do to get their fee
17 reduced.” Ex. 3, Ambriz Decl. at ¶¶ 8, 21. Claudia Canas testified, “I had been told not to help
18 the clients without getting management involved. . . . [M]anagement was not interested in
19 lowering the clients’ fees for any reason. If I wanted to help people who could not afford their
20 fees, I had to do it behind my manager’s back.” Ex. 6, Canas Decl. at ¶¶ 7–8. Another case
21 manager testified “[f]or clients who told us they could not afford to pay their fees, case managers
22 were instructed not to re-assess their fees. In those situations, my only two options were to tell
23 the client, ‘pay up, or talk to my supervisor’ . . . who would then tell the client they should pay us
24 if they didn’t want to go to jail.” Ex. 3, Ambriz Decl. at ¶¶ 15–16.

25 LCA’s practice of making people fear they would go to jail if they didn’t pay whatever
26 was demanded of them was “wrongful” under the Hobbs Act because LCA had “no lawful claim
27 to that property.” *United States v. Villalobos*, 748 F.3d 953, 956 (9th Cir. 2014). By demanding
28 amounts of money that were justified only by ignoring its contractual obligations, violating

1 California law, and tricking or thwarting Plaintiffs’ attempts to vindicate their right to fair fee
2 calculations, LCA demanded amounts of money that were wrongfully high and to which is was
3 not legally entitled to. *See* Ex. 3, Ambriz Decl. at ¶¶ 8, 21; Ex. 6, Canas Decl. at ¶¶ 7–8; Ex. 4,
4 Hrng. Transcript at 25–26:10–1. When demands are made for the purposes of “compelling
5 payments to which [a defendant] was not entitled,” a jury can properly find extortion in violation
6 of the Hobbs Act. *United States v. McFall*, 319 F. App’x 528, 533 (9th Cir. 2009).

7 **iii. There Is Evidence to Support a Jury’s Finding that Plaintiffs’ Fear**
8 **Was Reasonable**

9 Whether Plaintiffs’ fear resulting from LCA’s threats of jail was reasonable is a fact-
10 based inquiry that will require a jury’s determinations about the circumstances of the threats and
11 the Plaintiffs’ credibility. Defendant wrongly assumes all jurors will make the same factual
12 inferences and credibility findings as Defendant, but at summary judgment, this Court must
13 assume the opposite: that a reasonable jury will make factual inferences and credibility findings
14 in favor of Plaintiffs. For instance, while Defendant infers that someone who is “truly”
15 threatened would tell an attorney about it, Defendant’s inference is a credibility issue for the
16 jury. A reasonable jury could conclude that someone who felt threatened would fearfully
17 comply with the extortionist’s demands without retaining an attorney — especially if the person
18 was indigent and without access to a personal attorney, or if they were being told by a seemingly
19 legitimate probation entity that payment was the only option besides jail.

20 The reasonableness of Plaintiffs’ fear is contested by the parties; the difference between
21 the parties’ positions is that LCA relies on unfounded conclusions, while Plaintiffs rely on
22 evidence. Plaintiffs have given sworn testimony regarding the unambiguous threats of jail their
23 case managers made, and the fear they felt after LCA told them it would take punitive action if
24 they did not pay. Ex. 7, Wilson Depo. at 47:6–14; 49:3–12; 53:1–8, 17–20; 120:12–23; Ex. 8,
25 Jackson Depo. 58:1–8; 64:1–14; 66:1–6; 118–119:17–5; 123:9–25. A jury could find this fear
26 was reasonable based on the credibility of former LCA employees, former LCA clients subjected
27 to fear-inducing tactics, and Mr. Jackson’s and Mr. Wilson themselves. Courts have “long
28 recognized summary judgment is singularly inappropriate where credibility is at issue.” *S.E.C. v.*

1 *Koracorp Indus., Inc.*, 575 F.2d 692, 699 (9th Cir. 1978).

2 A reasonable jury could find a person’s fear arising from threats of illegitimate violation
 3 reports was reasonable because those reports often *did* result in people *actually* going back to
 4 jail. Former case manager Yvette Barrera testified to this Court, “THE COURT: Was there ever
 5 a time when somebody actually did go back to jail because they couldn't pay? THE WITNESS:
 6 Yes. THE COURT: Give us the names of those people. THE WITNESS: I don't remember any
 7 — any names, *but yes. We — we actually terminated clients for nonpayment.*” Ex. 4, Hrng.
 8 Transcript at p. 36:1–7 (emphasis added). Plaintiff Jackson testified that he knew people who
 9 “didn’t have the money to pay their own monitoring and was [sic] referred back to Santa Rita
 10 jail,” making his fear of LCA’s explicit and implicit threats reasonable. Ex. 8, Jackson Depo.
 11 51:12–18. If case managers and clients *knew* jail was a result of violation reports, a jury could
 12 find that fear arising from the threat of an illegitimate violation report was reasonable.

13 **iv. Litigation Privilege and Quasi-Judicial Immunity Are**
 14 **Inapplicable to Plaintiffs’ Extortion Claims**

15 Litigation privilege and quasi-judicial immunity do not apply because Plaintiffs do not
 16 challenge the substance of LCA’s written reports to the courts, and LCA’s illegal profiteering
 17 cannot be analogized to any inherently judicial function. Defendant LCA has already raised the
 18 litigation privilege and quasi-judicial immunity defenses in its Motion to Dismiss, and this Court
 19 declined to accept either argument. *See* ECF No. 22; No. 42 (declining to shield LCA from
 20 RICO liability due to either defense).¹⁵ LCA reraises these arguments by incorrectly arguing
 21 that “Plaintiffs challenge LCA and its employees for creating written reports and informing the
 22 court.” ECF No. 112 at p. 14. Plaintiffs have not (and have never) challenged the violation
 23 reports written by LCA — they challenge LCA’s use of verbal threats to extort profits from
 24 probationers. The litigation privilege only applies to communications made in the course of or in
 25 preparation for court proceedings that are also the subject of subsequent litigation. *See Crockett*
 26 *& Myers, Ltd. v. Napier, Fitzgerland & Kirby, LLP*, 583 F.3d 1232, 1236 (9th Cir. 2009). The

¹⁵ Plaintiffs hereby incorporate by reference their previous responses on these points during the motion to dismiss stage of this case. Plaintiffs also argue that these arguments are precluded by the law of the case.

1 reports from LCA to the courts for court proceedings are not the subject of this litigation; indeed,
2 Plaintiffs have not challenged reports filed against them directly, nor have they challenged the
3 use of violation reports generally. Plaintiffs challenge verbal threats.

4 LCA gives no explanation for its claim of quasi-judicial immunity, nor can any
5 explanation be given, because the doctrine is wholly inapplicable in this case. Quasi-judicial
6 immunity is established by analogizing to official judicial roles, but the conduct of LCA— using
7 fear for the purposes of profiteering — is not a function of the judiciary. LCA has advanced no
8 argument for why profiteering is an integral part of the judiciary, and quasi-judicial immunity
9 does not apply to entities like LCA that are accused of illegal behavior. *See Thornton v. Brown*,
10 757 F.3d 834, 840 (9th Cir. 2013) (holding that, in a case brought by a parolee challenging the
11 terms of his GPS tracking, “[a]bsolute immunity [including quasi-judicial immunity] does not
12 extend, though, to Plaintiff’s claim that the parole officers enforced the conditions of his parole
13 in an unconstitutionally arbitrary or discriminatory manner.”). LCA’s strong-arm methods of
14 collecting money are not inherently judicial, so quasi-judicial immunity does not apply.

15 **B. Defendant’s Motion Addresses the Wrong RICO Enterprise, and Defendant**
16 **Has Failed to Move for Summary Judgment on the Enterprise Plaintiffs**
17 **Allege**

18 Defendant erroneously argues against an “enterprise” between LCA and the case
19 managers in its brief; this is not the enterprise alleged by Plaintiffs, and Defendant’s arguments
20 on this point are inapposite. Defendant has failed to move for summary judgment regarding the
21 enterprise Plaintiffs allege. Plaintiffs do not address any arguments regarding the enterprise that
22 Defendant has not raised (nor could Plaintiffs reasonably do so).

23 Defendant addresses the wrong enterprise and raises no arguments regarding Plaintiffs’
24 enterprise. Defendant argues there is no “distinctness” between the enterprise and the Defendant
25 because the enterprise — according to Defendant — is LCA. In reality, Plaintiffs alleged the
26 enterprise is the association-in-fact of LCA, SuperCom, Alameda County, Linda Connelly
27 (founder of LCA), former Executive Director Diane Harrington, CFO/COO Kent Borowick,
28 Assistant Director Raelene Rivas, and “some of [LCA’s] employees,” which have since been

1 identified as upper-level management. *See* ECF No. 1 at ¶¶ 11–14, 42–43, 62. Therefore,
2 Defendant’s arguments are inapposite, and Defendant makes no argument against the actual
3 enterprise Plaintiffs allege. It would be unfairly prejudicial for this Court to rule on arguments
4 that were never raised by Defendant (which Plaintiffs thus never had a fair opportunity to rebut).

5 The standard for being in the enterprise *is different* than for being a Defendant, i.e., a
6 culpable RICO person. Being a culpable RICO Defendant requires purposeful “participation” in
7 the racketeering. *Reves v. Ernst*, 507 U.S. 170, 185 (1993). By contrast, the standard for being
8 part of an enterprise contains no such requirement. *United States v. Feldman*, 853 F.2d 648, 657
9 (9th Cir. 1988) (“RICO does not require intentional or ‘purposeful’ behavior by [persons]
10 charged as members of an association-in-fact [enterprise].”). Instead, “[w]hat RICO does require
11 as a showing of common purpose is proved by evidence of an ongoing organization, formal or
12 informal, and evidence that the various associates function as a continuing unit.” *Feldman*, 853
13 F.2d at 657 (“[A]n enterprise depends on objective interconnections”) (*citing United States v.*
14 *Turkette*, 452 U.S. 576, 583 (1981)).

15 Because the standard to be in the enterprise is different than the standard to be a
16 defendant, an entity can be a member of an enterprise *without* being a defendant. *See Feldman*,
17 853 F.2d at 657. Defendant wrongly argues that this Court’s dismissals of defendants based on
18 who participated in the extortionate conduct can be extended to who is in the enterprise. There
19 was no briefing by any Defendant about who was in the enterprise, and this Court’s prior holding
20 does not address who is in the enterprise. *See* ECF No. 42 at pp. 14–15 (addressing the status of
21 defendants by assessing who “participated in the alleged racketeering activity” but not assessing
22 the case law or standard for who is part of the enterprise). Indeed, Alameda County was
23 dismissed only with regard to constitutional claims, and this Court never analyzed whether it was
24 part of the RICO enterprise (nor was the issue raised by any Defendant). *Id.* at p. 7. The Court’s
25 prior holding does not address who is in the enterprise — it only addresses who the Defendants
26 are (i.e., the persons who “participated”), which was all it was called to do.

27 Even taking Defendant’s incorrect assumption that the enterprise is LCA and the RICO
28 Defendants are case managers, Defendant’s argument still fails because of many disputed facts.

1 The standard for an enterprise (not a Defendant) is an association-in-fact that has “a purpose,
 2 relationships among those associated with the enterprise, and longevity sufficient to permit these
 3 associates to pursue the enterprise’s purpose.” *Boyle v. United States*, 556 U.S. 938, 946 (2009).
 4 Defendant’s arguments are wrong on all three factors. First, LCA is incorrect that an enterprise’s
 5 “purpose” must be to conspire; indeed, RICO does not “require that the association-in-fact be a
 6 conspiracy; there must be an enterprise regardless of whether there is any conspiracy to engage
 7 in the predicate acts of racketeering.” *Feldman*, 853 F.2d at 657 (citing *United States v. Griffin*,
 8 660 F.2d 996, 999 (4th Cir. 1981)). Instead, to have a “purpose” means the purpose of being
 9 associated, and “is proved by evidence of an ongoing organization, formal or informal,”
 10 *Turkette*, 452 U.S. at 583. Second, whether LCA “encouraged extortion” by case managers is
 11 factually disputed; Plaintiffs have evidence that upper-level management and corporate officers
 12 routinely pressured case managers to wrongfully threaten clients.¹⁶ Third, Defendant’s focus on
 13 a three-month overlap between case managers Tiffany Dixon and Kenya Kyle is irrelevant. For
 14 one thing, their longevity would be measured by formal association with the *enterprise*, not each
 15 other. Moreover, Defendant has offered no viable reason for focusing solely on Dixon and Kyle
 16 as RICO Defendants instead of all case managers.¹⁷

17 Defendant’s enterprise arguments are premised on disputed facts. More importantly,
 18 Defendant has not sought summary judgment regarding the enterprise Plaintiffs actually alleged,
 19 and Plaintiffs do address any arguments Defendant has failed to make.

20 **C. There is Ample Evidence of LCA’s RICO “Conduct” in the Record**

21 Defendant cites no authority for the proposition that conduct requires ultimate control or
 22 directorship over an enterprise, and LCA is incorrect to assert that conduct requires more than

¹⁶ Ex. 4, Hrng. Transcript, p. 9:21; 14:18–20 (Barrera testifying, “we were forcing them and scaring them, but I was using [fearful tactics] because it was coming from my supervisors.”); *Id.* at 47:7–11 (Maria Vargas testifying that if people were behind in payment, her supervisor would tell her “just tell them they are going to go to jail if they don’t follow through.”); Ex. 3, Ambriz Decl. at ¶ 30 (Ambriz testifying there was “extreme pressure on case managers to create an intimidating or threatening environment for clients.”); Ex. 6, Canas Decl. at ¶¶ “[I]t was an expectation from management that I use threats of jail or other forcible tactics to get people to pay when they were behind.”).

¹⁷ To the extent Defendant argues that Plaintiff Wilson’s only case manager was Tiffany Dixon, this is a disputed fact. Wilson testified he had at least three different case managers, and he gave physical descriptions of them in his deposition. Ex. 7, Wilson Depo. at 44:1–3, 18–20; 47:6–14; 49:3–12 ; 53:1–8, 17–20. Moreover, Wilson’s LCA case file shows that at least three LCA employees were working with him: Tiffany Dixon, Yolanda Ascencio, and Melissa Ledesma. *See* Ex. 15, Wilson Fee Documents.

1 participation. Indeed, the very case cited by LCA clarifies that conduct in the RICO context
2 means a defendant “must *participate* in the operation or management of the enterprise.” *Reves v.*
3 *Ernst*, 507 U.S. 170, 185 (1993) (emphasis added). The liability flowing from this participation
4 test is broad; the Supreme Court has recognized that “[a]n enterprise is ‘operated’ not just by
5 upper management but also by lower rung participants in the enterprise who are under the
6 direction of upper management.” *Id.* at 184. Plaintiffs have evidence that lower-rung case
7 managers — at the direction of upper management — carried out the extortionate operations of
8 LCA. *See* Ex. 12, Barrera Decl. at ¶ 8 (“It came directly from management that we should
9 threaten people with jail and violation reports to get them to pay, even when we knew they
10 couldn’t afford it.”); Ex. 2, Hrng. Transcript, p. 47:7–11 (Vargas testifying her supervisor would
11 tell her “just tell them they are going to go to jail if they don’t follow through.”). Importantly,
12 “RICO liability is not limited to those with primary responsibility for the enterprise’s affairs,
13 [and] [t]he use of the phrase ‘directly or indirectly’ also makes clear that RICO liability is not
14 limited to those with a formal position in the enterprise.” *In re Chrysler-Dodge-Jeep Ecodiesel*
15 *Mktg., Sales Practices, & Prod. Liab. Litig.*, 295 F. Supp. 3d 927, 982–83 (N.D. Cal. 2018)
16 (*citing Reves*, 507 U.S. at 179). LCA’s employees and managers participated in an operative
17 extortion scheme at the direction of LCA’s upper management.

18 LCA is a seemingly legitimate corporation, managed as a profiteering enterprise through
19 a string of unlawful conduct (or participation). The purpose of the conduct requirement of §
20 1962(c) is to “prohibit the infiltration *or management* of legitimate organizations by racketeering
21 activity.” *Ernst v. Reeves*, 507 U.S. 170, 181 (1993) (emphasis added). Where an (otherwise
22 legitimate) organization is being operated or managed in a way that constitutes racketeering,
23 “participation” within that operational scheme meets the conduct requirement. *Reves*, 507 U.S.
24 at 185. LCA “directed” the unlawful aspects of its operations when upper management and
25 corporate executives encouraged unlawful payment calculations, encouraged unlawful barriers to
26 fee reductions, encouraged a culture of fear and intimidation, and encouraged the use of fear-

1 inducing tactics¹⁸ — almost all of which was carried out by lower-rung employees — to collect
 2 amounts of money the corporation was not legally entitled to. Thus a reasonable jury can find
 3 that LCA “conduct[ed] or participate[d], directly or indirectly, in the conduct of an enterprise’s
 4 affairs.” 18 U.S.C. § 1962(c).

5 **D. There is Ample Evidence that LCA Engaged in a Pattern of Racketeering**
 6 **Activity**

7 Plaintiffs can show a pattern by showing relatedness of the predicate acts and continuity
 8 between LCA’s extortionate acts because “[c]ontinuity of racketeering activity [] may be
 9 demonstrated in a variety of ways . . . by proving a series of related predicates extending over a
 10 substantial period of time” or by showing the related predicate acts “are part of the regular way
 11 of doing business for an ongoing entity such as a criminal association or legitimate business.”
 12 *H.J. Inc. v. Nw. Bell Tel. Co.*, 492 U.S. 229, 230 (1989). Plaintiffs’ evidence shows related
 13 predicates — threats of jail for the purposes of collecting illegal sums of money from
 14 probationers — extended from at least 2014 to 2018. *See* Ex. 16–21 and 11, Former LCA client
 15 Declarations. Plaintiffs can also show open-ended continuity, as they can show that such threats
 16 were “part of the regular way of doing business” for LCA. *See H.J. Inc.*, 492 U.S. at 230.

17 Plaintiffs have eleven witnesses that were LCA clients between 2014 and 2018 who have
 18 testified to being threatened with jail by LCA to coerce payment, demonstrating the relatedness
 19 of LCA’s threats. LCA’s claim that there is no evidence that any one was threatened besides Mr.
 20 Wilson and Mr. Jackson is, therefore, outright false.¹⁹ Four witnesses were deposed at length
 21 and recounted similar instances of LCA miscalculating their fees, ignoring their pleas for

¹⁸ Ex. 4, Hrng. Transcript at 9–10:20–2 (“I myself [used fearful tactics] too. And it was because everybody was using them in the office. It came from the supervisors . . . [including] Raelene Rivas”); Ex. 5, Vargas Decl. at ¶¶ 16, 21–22 (“CEO Diane Harrington was also very harsh to the case managers . . . She would say things about us like ‘make sure they’re getting the payments’ in a threatening tone . . . When asked [about the fee calculation methods that did not include factors bearing on ability-to-pay], William Basler simply said those were the rules enforced by Diane Harrington and Kent Borowick.”).

¹⁹ Defendant improperly cites this Court’s dismissal of William Edwards and James Brooks at the Motion to Dismiss stage for this proposition. However, dismissal does not mean that there is “no evidence” these individuals are victims, especially where the subsequent period of discovery revealed extensive evidence that Mr. Edwards and Mr. Brooks were extorted. Defendant conducted full discovery of Mr. Edwards and Mr. Brooks and took their full depositions. They both gave testimony about the explicit threats of jail their LCA case managers made, the wrongful fee practices of LCA, and the fear they felt. *See* Ex. 22, James Brooks Depo. at 48:1–7, 53:1–24, 63–64:3–25, 65:6–23; Ex. 23, William Edwards Depo. at 62:10–14; 62–63:22–12; 64:4–13; 66–67:22–19; 121:7–20

1 information and help, ignoring that they could not afford their fees, and threatening them with
2 jail if they did not pay. *See* Ex. 22, James Brooks Depo. at 48:1–7, 53:1–24, 63–64:3–25, 65:6–
3 23; Ex. 23, William Edwards Depo. at 62:10–14; 62–63:22–12; 64:4–13; 66–67:22–19; 121:7–
4 20; Ex. 7, Wilson Depo. at 47:6–14; 49:3–12; 53:1–8, 17–20; 120:12–23; Ex. 8, Jackson Depo.
5 58:1–8; 64:1–14; 66:1–6; 118–119:17–5; 123:9–25. In addition to the four deposed
6 Plaintiff/witnesses, seven other victims of LCA’s pattern testified to their similar experiences.
7 Ali Aldhaheri, a former LCA client, testified “every time I talked to LCA, they told me I could
8 go to jail and threatened me with jail.” Ex. 16, Aldhaheri Decl. at ¶ 7. Mr. Aldhaheri paid LCA
9 because he was “afraid of them.” *Id.* Donald Smith testified that he had to sell his car and
10 personal possessions to pay LCA, and that he was told “if payment was not maed [sic], I’ll be
11 incarcerated.” Ex. 17, Smith Decl. at ¶ 7. Daniel Roberson testified about LCA’s “scare tactics
12 they used to install [sic] fear of incarceration.” Ex. 18, Roberson Decl. LCA made Mr.
13 Roberson “constantly scared of not being able to make a payment.” *Id.* Arthur Childs, another
14 former LCA client, testified he was threatened with jail “multiple times” by LCA and depleted
15 his life savings to pay them. Ex. 19, Childs Decl.

16 There is also a significant amount of testimony that threats of jail were LCA’s “regular
17 way of doing business” from former LCA employees that corroborates the testimony of former
18 LCA clients. Case Manager Barrera testified “[o]ur standard way of operating was to scare
19 people into making payments and threaten them if they wouldn’t.” Ex. 12, Barrera Decl. at ¶ 10.
20 She recounted that “[i]t came directly from management that we should threaten people with jail
21 and violation reports to get them to pay, even when we knew they couldn’t afford it.” *Id.* at ¶ 8.
22 Ms. Barrera testified she did this “every day,” “multiple times a day.” Ex. 4, Hrng. Transcript at
23 12:5–15. Case Manager Canas testified “[c]ase managers and supervisors routinely used what I
24 call ‘forcible tactics’ to get money out of struggling clients, including threatening them with
25 jail.” Ex. 6, Canas Decl. at ¶ 4. Ms. Vargas testified that “threaten[ing] participants” was “an
26 unwritten policy” at LCA. Ex. 4, Hrng. Transcript at 51:9–11.

27 LCA’s repetitive acts of extortion form a RICO pattern because “it embraces criminal
28 acts that have the same or similar purposes, results, participants, victims, or methods of

1 commission, or otherwise are interrelated by distinguishing characteristics and are not isolated
2 events.” *H.J. Inc.*, 492 U.S. at 240. Each of LCA’s predicate acts of extortion had the same
3 purpose: profiting as much as possible off of vulnerable probationers. Each of LCA’s predicate
4 acts of extortion had the same participants and victims: LCA employees and LCA clients. And
5 each of LCA’s predicate acts of extortion had the same methods of commission: using its status
6 as a probation entity and its power to “violate” probationers in order to make people fear they
7 were going back to jail, and directly threatening people with jail.

8 **E. A Reasonable Jury Can Find Causation at Trial Based on Plaintiffs’**
9 **Evidence**

10 There is proximate causation between LCA’s extortionate threats and Plaintiffs’ injuries;
11 including economic sacrifices made due to LCA’s threats, and emotional injuries from the stress
12 of being extorted. Plaintiffs can establish proximate cause to a jury as it requires “some direct
13 relation between the asserted injury and the injurious conduct alleged.” *Canyon County v.*
14 *Syngenta Seeds, Inc.*, 519 F.3d 969, 981 (9th Cir. 2008) (citing *Holmes v. Sec. Investor Prot.*
15 *Corp.*, 503 U.S. 258, 268 (1992)). There is a direct causal relationship between the extortionate
16 demands made by LCA and the property that Plaintiffs gave up because they feared what would
17 happen if they did not meet those demands. Proximate causation is most commonly problematic
18 for RICO plaintiffs that are economic competitors and who claim to have suffered a “passed-on
19 injury” that is “derived from a third party’s direct injury.” See *Mendoza v. Zirkle Fruit Co.*, 301
20 F.3d 1163, 1168–69 (9th Cir. 2002). But here, Plaintiffs have suffered the *direct* injury of being
21 extorted. Plaintiffs claim they suffered economic and emotional injuries as a direct result of
22 being personally subjected to the predicate acts of extortion.

23 The amounts demanded from Plaintiffs were unjustified based on their economic
24 circumstances, like working minimum wage, working variable hours dependent on hair cut
25 clients, being unemployed, or having dependent children (which were not taken into account in
26 accordance with California law). Compare Cal. Penal Code § 1208.2(e) with Ex. 14, Jackson
27 Fee Documents (showing \$25.50 daily rate despite unemployment at enrollment and three
28 dependent children) and Ex. 15, Wilson Fee Documents (showing no wage information and

1 variable hours). Plaintiffs can demonstrate the amounts they paid were unjustified based their
2 repeated advisements to LCA that they could not afford their fees (which went ignored in
3 violation of California law and the Alameda County contract). *Compare* Cal. Penal Code §
4 1208.4(h) *with* Ex. 7, Wilson Depo. at 47:6–14; 49:3–12; 53:1–8, 17–20; 120:12–23 *and* Ex. 8,
5 Jackson Depo. 118–119:17–5 (describing his attempt to get a fee reduction that was denied and
6 that his case manager told him “pay us or go to jail” enough times that he “got the picture.”).

7 Defendant claims that because Plaintiffs Jackson and Wilson signed participant
8 agreements with LCA, they somehow agreed to extortion. First, although Defendant refers to
9 Wilson and Jackson signing agreements and represents that those signed agreements are attached
10 to the summary judgment motion as exhibits, no such agreements are attached. *See* ECF No.
11 112, pp. 24–25; ECF No. 112-1, Exhibits C and D. Second, simply because participant
12 agreements include an agreement to pay fees does *not* mean that clients agreed to pay fees that
13 violate California law; it does not mean they waive their right not to be terminated from the
14 program for inability to pay; it does not mean they waived their right to have fee issues resolved
15 by a neutral arbiter; and it does not mean they agreed to be extorted. Plaintiffs Jackson and
16 Wilson could not have anticipated illegal conduct from their (seemingly legitimate) probation
17 entity when they started the program, and they certainly did not — and cannot — enter into
18 agreements waiving their rights to challenge illegal racketeering against them.

19 Defendant’s assertion that the Plaintiffs have “no evidence” that their emotional distress,
20 familial problems, loss of home, and separation from children were related to LCA’s extortion is
21 incorrect and is, ultimately, a credibility argument. The Plaintiffs have testified that these issues
22 and emotional damages were a direct result of the financial pressure LCA put on them, backed
23 with the threat of going back to jail. *See* Ex. 8, Jackson Depo. at 58:15–18 (“Q. How do you feel
24 injured by LCA? A. As far as losing my house and my car. Emotionally. Being homeless for 90
25 days. Not having my kids for three months.”). Whether Defendant believes the Plaintiffs is
26 irrelevant; it is a credibility question for the jury.

27 **VI. Conclusion**

28 For the reasons above, Plaintiffs respectfully request that this Court deny Defendant’s

1 Motion for Summary Judgment.

2 Dated: October 31, 2019

EQUAL JUSTICE UNDER LAW

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12 **CERTIFICATE OF SERVICE**

13 I hereby certify that on October 31, 2019, I filed the foregoing document with the Clerk
14 of the Court using the ECF/CM system, which will provide copies to all counsel of record.

15 */s/ Marissa Hatton*
16 Marissa Hatton
17 Attorney for Plaintiffs

Exhibit 1

Demonstrative Aid

Demonstrative Aid — Disputed Facts

Disputed Fact	Defendants' Evidence	Plaintiffs' Evidence
<p>“All employees attend orientation and training, which includes reviewing the employee handbook, phone/voicemail etiquette, and the intake process for each county.” ECF No. 112 at p. 2: 10–12.</p>	<p>Essex Declaration at ¶ 8.</p>	<p>Vargas Decl. at ¶ 9 Barrera Decl. at ¶ 6 (“I never received formal training from LCA and I was not taught to help clients or reduce their payments”). Ambriz Decl. at ¶¶ 4–5, 7 (“There is no formal training or training process whatsoever at LCA. Case managers never receive training on how to calculate a monitoring fee based on financial needs . . . or what to do if a client said they could not afford their payments. . . “[w]e were never trained to explain legal protections, fee disputes, or inability to pay to clients at intake or enrollment, and we never did.”).</p>
<p>“Threats, coercion, or violence are directly opposite of the training LCA provides for its staff.” ECF No. 112 at p. 2: 23–24.</p>	<p>Essex Decl. at ¶ 11.</p>	<p>Barrera Decl. at ¶ 8 (“It came directly from management that we should threaten people with jail and violation reports to get them to pay, even when we knew they couldn’t afford it.”) Hrng. Transcript at 24:3–5 (Vargas testifying that threatening participants was “an unwritten policy”)</p>
<p>“Alameda County participants are responsible for paying for EM fees based on a sliding scale. This means a participant’s daily monitoring fees are adjusted based on income.” ECF No. 112 at p. 3: 7–9.</p>	<p>Essex Decl. at ¶¶ 13–14.</p>	<p>Hrng. Transcript at 11:13–16; 24:3–5 (Barrera testifying “we knew that they didn’t have a job, but we were still asking for the money.”) Ambriz Decl. at ¶¶ 5–6 (“The closest thing to training at</p>

		LCA is the existence of a sliding scale that is only for certain counties, but it was not used to determine clients' daily rates. In reality, it was standard operating procedure to charge \$25.50 a day").
"LCA grants a deduction for each dependent adult or child." ECF No. 112 at p. 3: 10–11.	Essex Decl. at ¶ 15.	Ex. X, Jackson Fee Documents (showing automatic \$25.50 per day set at enrollment despite Mr. Jackson being the sole caretaker for 3 dependents)
"Prior to November 2017, fees were calculated based on household income. Since then, fees have been calculated based on an individual's income" ECF No. 112 at p. 3: 11–13.	Essex Decl. at ¶ 16.	Ex. X, Hrng. Transcript at 25–26:10–1. (Barrera testifying "we had to assess their fees even though they weren't working. We had to use their previous taxes, their previous W-2 forms and their previous pay stubs, which it wasn't, like, clear because they weren't working... they weren't working and we were asking for their previous pay stubs from their previous jobs.").
"Fees based on the sliding scale are calculated by case managers" ECF No. 112 at p. 3: 13–14.	No support.	Ex. X, Hrng. Transcript at 57:6–9 (Maria Vargas testifying case managers "were not allowed to use the sliding scale"). Ambriz Decl. at ¶¶ 5–6 ("The closest thing to training at LCA is the existence of a sliding scale that is only for certain counties, but it was not used to determine clients' daily rates. In reality, it was standard operating procedure to charge \$25.50 a day").
"If a participant informs LCA	Essex Decl. at ¶¶ 20, 39–40	Barrera Decl. at ¶ 6 ("I never

<p>he is unable to pay his monitoring fees during intake or any time during his time with LCA, employees are trained and instructed to give the participant a Financial Needs Assessment Form (“FNA”).” ECF No. 112 at p. 4: 8–10.</p>		<p>received formal training from LCA and I was not taught to help clients or reduce their payments”).</p> <p>Ex. X, Ambriz Decl. at ¶¶ 15–16 (“For clients who told us they could not afford to pay their fees, case managers were instructed not to re-assess their fees. In those situations, my only two options were to tell the client, ‘pay up, or talk to my supervisor’ . . . who would then tell the client they should pay us if they didn’t want to go to jail.”).</p> <p>Canas Decl. at ¶¶ 7–8 (“I had been told not to help the clients without getting management involved. . . management was not interested in lowering the clients’ fees for any reason. If I wanted to help people who could not afford their fees, I had to do it behind my manager’s back.”)</p> <p>Ambriz Decl. at ¶¶ 8, 21 (““If clients wanted to get reductions in the daily fee, we were pressured to make clients jump through ‘hoops’ to get paperwork”)</p>
<p>“This [the FNA] allows people to submit additional information to LCA about household necessities and cell phone expenses in order obtain a further fee reduction, which can apply retroactively.” ECF No. 112 at p. 4: 13–15.</p>	<p>No support.</p>	<p>Hrng. Transcript at p. 26: 12–24 (Barrera testifying that the Financial Needs Assessment did not take into account government obligations like child support, and that Program Director Eric Turney told her “specifically” not to use such expenses when clients sought to reduce their</p>

		<p>fees”).</p> <p>Vargas Decl. at ¶ 19 (“[Clients] often could not get their fees reduced even if they were experiencing extreme hardship. Even for clients that got an FNA . . . at most it would take a couple dollars off their fee, which didn’t help for those who were truly struggling.”).</p>
<p>“Program managers are responsible for conducting the FNA and adjusting fees to ensure EM participants are able to afford the fees.” ECF No. 112 at p. 4: 15–16.</p>	<p>Essex Decl. at ¶ 21.</p>	<p>Canas Decl. at ¶¶ 7–8 (“I had been told not to help the clients without getting management involved. . . . management was not interested in lowering the clients’ fees for any reason. If I wanted to help people who could not afford their fees, I had to do it behind my manager’s back.”)</p> <p>Ambriz Decl. at ¶¶ 15–16 (“For clients who told us they could not afford to pay their fees, case managers were instructed not to re-assess their fees. In those situations, my only two options were to tell the client, ‘pay up, or talk to my supervisor’ [Raelene Rivas] . . . who would then tell the client they should pay us if they didn’t want to go to jail.”)</p>
<p>“If a participant misses a payment or does not pay the full amount, a staff member may contact the participant to remind him of his responsibilities. This is not meant to threaten participants, and LCA does not train staff to do so.” ECF No. 112 at p.</p>	<p>No support.</p>	<p>Barrera Decl. at ¶ 8 (“It came directly from management that we should threaten people with jail and violation reports to get them to pay, even when we knew they couldn’t afford it.”)</p>

4: 17–19.		
<p>“[S]taff members are trained to assess the individual situation to help the participant.” ECF No. 112 at p. 4: 20.</p>	<p>No support.</p>	<p>Ambriz Decl. at ¶¶ 4–5, 7 (“There is no formal training or training process whatsoever at LCA. Case managers never receive training on how to calculate a monitoring fee based on financial needs”)</p> <p>Barrera Decl. at ¶ 6 (“I never received formal training from LCA and I was not taught to help clients or reduce their payments”).</p> <p>Canas Decl. at ¶¶ 7–8 (“I had been told not to help the clients without getting management involved. . . . management was not interested in lowering the clients’ fees for any reason”).</p>
<p>“If an individual indicates he cannot afford the program, he is instructed to complete an FNA form and referred to a Program Director.” ECF No. 112 at p. 4: 20–22.</p>	<p>Essex Decl. at ¶ 22.</p>	<p>Wilson Depo. at 47:6–14; 49:3–12; 53:1–8, 17–20.</p> <p>Jackson Depo. 58:1–8; 64:1–14; 66:1–6; 118–119:17–5; 123: 9–25.</p>
<p>“The purpose [of five-day notices] again is not to threaten or intimidate, but give a participant (and his attorney) notice that he is out of compliance with the fees he agreed to pay, and allow them to resolve the matter with the court.” ECF No. 112 at p. 4–5: 27–1.</p>	<p>Essex Decl. at ¶ 23.</p>	<p>Hrng. Transcript at p. 7:12–19 (Barrera testifying “[W]e were scaring the clients. They were supposed to complete the program successfully, which even though they were compliant, if they didn't have the money, we would still have to send the report.”)</p> <p>Hrng. Transcript at 46: 3–7 (Vargas testifying “the Violation Reports would be, like, if after five days you don't pay, then we remove you from the program and we send that report to the court. We take the bracelet back off and</p>

		<p>basically that would mean them going back to jail.”)</p> <p>Ambriz Decl. at ¶ 13. (“LCA did not have a policy for referring fee disputes to the court for resolution. I never saw a client referred to the court for help if they said they could not afford their daily fee. We simply wrote violation reports if they missed a payment.”).</p>
<p>“Staff members are trained to be compassionate to each participant's needs, and work with the participant to address issues, including fee issues.” ECF No. 112 at p. 5: 2–3.</p>	<p>Essex Decl. at ¶ 26.</p>	<p>Ambriz Decl. at ¶¶ 7, 30 (Ambriz testifying there was “extreme pressure on case managers to create an intimidating or threatening environment for clients. . . . “[w]e were never trained to explain legal protections, fee disputes, or inability to pay to clients at intake or enrollment, and we never did.”).</p> <p>Canas Decl. at ¶¶ “[I]t was an expectation from management that I use threats of jail or other forcible tactics to get people to pay when they were behind.”)</p> <p>Hrng Transcript at 47:7–11 (Maria Vargas testifying that if people were behind in payment, her supervisor would tell her “just tell them they are going to go to jail if they don't follow through.”)</p> <p>Barrera Decl. at ¶ 6 (“I was not taught to help clients or reduce their payments”).</p>
<p>“Staff members are not trained</p>	<p>Essex Decl. at ¶¶ 27–28</p>	<p>Barrera Decl. at ¶ 8 (“It came</p>

<p>or told to tell individuals that they will go to jail or be remanded to custody if they cannot pay their fees.” ECF No. 112 at p. 5: 13–14.</p>		<p>directly from management that we should threaten people with jail and violation reports to get them to pay, even when we knew they couldn’t afford it.”)</p> <p>Hrng. Transcript at 24:3–5 (Vargas testifying that threatening participants was “an unwritten policy”)</p> <p>Hrng Transcript at 47:7–11 (Maria Vargas testifying that if people were behind in payment, her supervisor would tell her “just tell them they are going to go to jail if they don’t follow through.”</p> <p>Hrng Transcript at p. 7 (Barrera testifying that “we had to be, like, the mean ones with the clients; that we had to threaten those clients with jail sentences.”)</p>
<p>“LCA does not have the power or authority to send a participant to jail if he does not pay his fees.” ECF No. 112 at p. 5: 14–16.</p>	<p>No support.</p>	<p>Hrng. Transcript at 46: 3–7 (Vargas testifying “the Violation Reports would be, like, if after five days you don’t pay, then we remove you from the program and we send that report to the court. We take the bracelet back off and basically <i>that would mean them going back to jail.</i>”).</p> <p>Hrng. Transcript at 36:1–7: “THE COURT: Was there ever a time when somebody actually did go back to jail because they couldn’t pay? THE WITNESS: Yes. THE COURT: Give us the names of those people. THE WITNESS: I don’t</p>

		<p>remember any -- any names, but yes. We -- we actually terminated clients for nonpayment.”).</p> <p>Evidentiary Hrng. Transcript at p. 8:16–23 (Barrera testifying that clients were told “directly” if “they didn’t complete the program, they would go back to jail.”).</p> <p>Ridgell Decl. at ¶ 5</p> <p>Basler Depo at 38–39: 23–5.</p>
<p>“LCA management and supervisors do not pressure staff to collect fees or overcharge participants.” ECF No. 112 at p. 6: 4–5.</p>	<p>No support.</p>	<p>Ambriz Decl. at ¶ 24 (Ambriz testifying that an LCA office manager “told us case managers that we would not get paid if we did not collect all the money we were supposed to collect from clients.”)</p> <p>Hrng Transcript at 57:13–19 (Maria Vargas testifying case managers were given “verbal warnings” as a prerequisite to “discipline” for failure to collect fees.”)</p>
<p>“There is no financial incentive (such as bonuses or a commission) for staff persons based on how much is collected” ECF No. 112 at p. 6: 5–7.</p>	<p>No support.</p>	<p>Ambriz Decl. at ¶ 24 (Ambriz testifying that an LCA office manager “told us case managers that we would not get paid if we did not collect all the money we were supposed to collect from clients.”)</p>
<p>“Staff members are not counseled or disciplined for failing to collect or reducing fees.” ECF No. 112 at p. 6: 7–8.</p>	<p>Essex Decl. at ¶¶ 33-34. Villa Depo. at p. 30: 16-31 :9 Hurtado Depo. at p. 32:2-8 Kauffman Depo. at p. 35: 20-23.</p>	<p>Hrng Transcript at 57:13–19 (Maria Vargas testified case managers were given “verbal warnings” as a prerequisite to “discipline” for failure to</p>

	Clemons Depo. at 42:24-43: 11.	collect fees.)
“[Between July 2014 and present], only 28 persons (1.7%) were terminated from the program based on failure to pay.” ECF No. 112 at p. 6: 22–23.	Crandall Decl. at ¶ 27.	Ambriz Decl. at ¶ 12 (“I saw many clients terminated from the program for inability to pay the fees LCA was demanding. During my time as a case manager, I saw approximately 40–50 people terminated from LCA because they could not make their payments.”).
Plaintiff Wilson’s case manager was Tiffany Dixon. ECF No. 112 at p. 7: 7.	Essex Decl. at ¶ 42 “Wilson LCA File” (no page citation or specific support) Doc. #1 at ¶ 2	Ex. X, Wilson Depo. at 44:1–3, 18–20; 47:6–14; 49:3–12 ; 53:1–8, 17–20. Wilson Case File (showing managers Tiffany Dixon, Yolanda Ascencio, and Melissa Ledesma)
Wilson “never called or otherwise contacted LCA to inform LCA he was unable to pay the monthly fee.” ECF No. 112 at p. 7: 9–10.	Essex Decl. at ¶ 42 “Wilson LCA File” (no page citation or specific support). Wilson Depo. at 38:1-3, 46:4-23	Ex. X, Wilson Depo. at 47:6–14; 49:3–12 ; 53:1–8, 17–20. Ex. X, Wilson Depo. at 53–54: 19–7 (testifying he raised his difficulty making payments “[w]henver [he] talked to her,” and her response was, “[y]ou’re gonna go to jail.”).
“Despite his contentions, LCA records demonstrate that [Jackson] never contacted LCA to indicate he was unable to pay the monthly fee.” ECF No. 112 at p. 9: 3–5.	“Jackson’s LCA File” (no page citation or specific support).	Jackson Depo. 58:1–8; 64:1–14; 66:1–6; 118–119:17–5; 123: 9–25.
“Jackson has no idea how many times he was allegedly threatened with jail nor could he remember the exact words that she used.” ECF No. 112 at p. 10: 9–11.	Jackson Depo at 50:23-51 :6, 64:5-66:6	Jackson Depo. at 64:1–14 “Q. And the threat was? A. ‘Pay me or go to jail.’ Q. Those were her exact words? A. Yes. Q. How many times do you think they specifically used the word "jail"? A. Uh – um, I don't know

		<p>exactly. I just know it was a lot because I was always late.”</p> <p>Jackson Depo. at 58:1–8: “Q. And you said every several times, but can you estimate how many threats you believe she made? A. Um, whenever I would get behind. I would get behind a lot. Instead of paying weekly, I think I was paying probably like every three weeks, or biweekly, or something like that. Q. How long were you on the program in total? A. Uh, I believe four months.”</p>
<p>“[T]here is no evidence that Jackson or Wilson were ever threatened by their case managers.” ECF No. 112 at p. 16: 14–15.</p>	<p>No support.</p>	<p>Wilson Depo. at 47:6–14; 49:3–12; 53:1–8, 17–20; 120:12–23; Jackson Depo. 58:1–8; 64:1–14; 66:1–6; 118–119:17–5; 123: 9–25</p>
<p>“[T]he fees plaintiffs were required to pay were agreed-upon fees for electronic monitoring, and not exploitive.” ECF No. 112 at p. 16: 17–18.</p>	<p>No support.</p>	<p>Lack of signed agreements.</p> <p>Jackson Fee Documents.</p> <p>Cal Code 1208.2(g) Cal. Code 1208.4(h) Cal. Penal Code § 1208.2(e)</p> <p>Hrng. Transcript at 25–26:10–1 (Barrera testifying LCA’s fee calculation process was “very unfair” because “we had to assess their fees even though they weren’t working. We had to use their previous taxes, their previous W-2 forms and their previous pay stubs, which it wasn’t, like, clear because they weren’t working. . . they weren’t working and we were asking for their previous pay stubs from their previous jobs.”).</p>

		Ambriz Decl. at ¶¶ 5–6 (testifying the sliding scale “was not used to determine clients’ daily rates. In reality, it was standard operating procedure to charge \$25.50 a day. The highest rate would be \$35 a day. If LCA thought it could get more money arbitrarily out of a particular client, they would add additional fees accordingly. We were never trained to consider a client’s ability to pay when setting those fees, and there was never any consideration of ability to pay.”)
“There is no evidence that Wilson was ever threatened by LCA or any LCA employees.” ECF No. 112 at p. 16: 19–20.	“Wilson Depo” (no citation).	Ex. X, Wilson Depo. at 47:6–14; 49:3–12 ; 53:1–8, 17–20; 53–54: 19–7; 120:12–23.
“At most, Wilson’s case manager was advising him of the legal process for violation of EM program rules.” ECF No. 112 at p. 16: 25–26.	No support.	Wilson Depo. at 53:7–17. (“A. She told me how it goes. . . . you go to court, and if you don't make the payment, you're gonna go to jail. You're gonna serve the remainder of your time.”)
“If Plaintiff Wilson was truly threatened, he could have raised this with his criminal defense attorney.” ECF No. 112 at p. 16: 27–28.	Jackson Depo. at 15:4-16:5, 17:3-9, 64:1-66:14, 97:18-98:3, 102: 15-20.	Plaintiffs’ Opposition Brief p. 17.
“[T]here is similarly no evidence that Jackson was ever threatened by LCA or any LCA employees.” ECF No. 112 at p. 17: 3–4.	“Jackson Depo.” (no citation).	Jackson Depo. 58:1–8; 64:1–14; 66:1–6; 118–119:17–5; 123: 9–25
“While Jackson claims there were instances where Dixon specifically referenced jail, he admits that he cannot recall the specific	Jackson Depo. at 50:23-51 :6, 64:5-66:6.	Jackson Depo. at 64:1–14 “Q. And the threat was? A. ‘Pay me or go to jail.’ Q. Those were her exact words?

<p>words that she used or the number of times she allegedly made this threat.” ECF No. 112 at p. 17: 16–19.</p>		<p>A. Yes. Q. How many times do you think they specifically used the word "jail"? A. Uh – um, I don't know exactly. I just know it was a lot because I was always late.”</p> <p>Jackson Depo. at 58:1–8: “Q. And you said every several times, but can you estimate how many threats you believe she made? A. Um, whenever I would get behind. I would get behind a lot. Instead of paying weekly, I think I was paying probably like every three weeks, or biweekly, or something like that. Q. How long were you on the program in total? A. Uh, I believe four months.”</p>
<p>“Jackson is guessing that Dixon referenced jail without putting it in context (<i>i.e.</i> without explaining that jail was a potential consequence for his failure to pay)” ECF No. 112 at p. 17: 19–21.</p>	<p>No support.</p>	<p>Jackson Depo at 49: 3–15 (testifying he he told his case manager “[he] was going to have trouble making a payment” and was short by “a couple hundred dollars” — “[s] he told me if I didn’t make a payment, I was gonna go to jail,” and those were her “exact words.”)</p> <p>Jackson Depo. at 64:1–8 (testifying he was explicitly threatened numerous times whenever he fell behind on payment; “that’s when LCA started kicking in the threats . . . Q. And the threat was? A. ‘Pay me or go to jail.’ Q. Those were her <i>exact words</i>? A. Yes.”).</p>
<p>“If Jackson had been threatened/ extorted, he had an</p>	<p>Jackson Depo. at 41: 10-25, 49:9-10, 54: 19-24 (</p>	<p>Ambriz Decl. at ¶ 13 (“LCA did not have a policy for</p>

<p>opportunity to address this with the court, his attorney, or LCA management, but did not.” ECF No. 112 at p. 17: 23–25.</p>	<p>explaining that he did not report Dixon because he believed it was her “obligation” to remind him to pay), 90:21-91: 10.</p>	<p>referring fee disputes to the court for resolution. I never saw a client referred to the court for help if they said they could not afford their daily fee. We simply wrote violation reports if they missed a payment.”).</p> <p>Jackson Depo. 58:1–8; 64:1–14; 66:1–6; 118–119:17–5; 123: 9–25</p>
<p>“[I]t is clear that Plaintiffs have a very low threshold as to what they believe constitutes a threat.” ECF No. 112 at p. 17: 27–28.</p>	<p>No support.</p>	<p>Plaintiffs’ Opposition Brief, p. 7.</p>
<p>“LCA was entitled to the payments from Plaintiffs because the requested payments (that Plaintiffs had voluntarily agreed to pay) were for services rendered to Plaintiffs” ECF No. 112 at p. 18: 15–17.</p>	<p>No support.</p>	<p>Lack of signed agreements.</p> <p>Jackson Fee Documents.</p> <p>Cal Code 1208.2(g) Cal. Code 1208.4(h) Cal. Penal Code § 1208.2(e)</p> <p>Hrng. Transcript at 25–26:10–1 (Barrera testifying LCA’s fee calculation process was “very unfair” because “we had to assess their fees even though they weren’t working. We had to use their previous taxes, their previous W-2 forms and their previous pay stubs, which it wasn’t, like, clear because they weren’t working. . . . they weren’t working and we were asking for their previous pay stubs from their previous jobs.”).</p> <p>Ambriz Decl. at ¶¶ 5–6 (testifying the sliding scale “was not used to determine clients’ daily rates. In reality, it was standard operating</p>

		<p>procedure to charge \$25.50 a day. The highest rate would be \$35 a day. If LCA thought it could get more money arbitrarily out of a particular client, they would add additional fees accordingly. We were never trained to consider a client’s ability to pay when setting those fees, and there was never any consideration of ability to pay.”)</p>
<p>“LCA had a rightful claim to the property that was being requested from Plaintiffs.” ECF No. 112 at p. 18: 17–18.</p>	<p>No support.</p>	<p>Lack of signed agreements. Jackson Fee Documents. Cal Code 1208.2(g) Cal. Code 1208.4(h) Cal. Penal Code § 1208.2(e)</p> <p>Hrng. Transcript at 25–26:10–1 (Barrera testifying LCA’s fee calculation process was “very unfair” because “we had to assess their fees even though they weren’t working. We had to use their previous taxes, their previous W-2 forms and their previous pay stubs, which it wasn’t, like, clear because they weren’t working. . . . they weren’t working and we were asking for their previous pay stubs from their previous jobs.”).</p> <p>Ambriz Decl. at ¶¶ 5–6 (testifying the sliding scale “was not used to determine clients’ daily rates. In reality, it was standard operating procedure to charge \$25.50 a day. The highest rate would be \$35 a day. If LCA thought it</p>

		could get more money arbitrarily out of a particular client, they would add additional fees accordingly. We were never trained to consider a client's ability to pay when setting those fees, and there was never any consideration of ability to pay.")
"While Plaintiffs claim the alleged threats by LCA's employees caused them fear, their alleged fear was not reasonable as they <i>knew</i> LCA did not have the power to harm them in the manner that they allege." ECF No. 112 at p. 19: 1-3.	No support.	Wilson Depo. at 53:7-17. ("A. She told me how it goes. . . . you go to court, and if you don't make the payment, you're gonna go to jail. You're gonna serve the remainder of your time.") Jackson Depo. at 123:9-25 (testifying that he was scared when his case manager told him to pay or she would have to do paperwork, because "if I got a violation report, then - then I have to go back to jail.")
"LCA encouraged case managers to do just the opposite [of extortion], i.e. to work with participants to receive reductions in their fees." ECF No. 112 at p. 21: 23-25.	Essex Decl. ¶¶ 3-34.	Barrera Decl. at ¶¶ 8, 10 ("[i]t came directly from management that we should threaten people with jail and violation reports to get them to pay, even when we knew they couldn't afford it . . . Our standard way of operating was to scare people into making payments and threaten them if they wouldn't.") Ex. X, Ambriz Decl. at ¶¶ 15-16 ("For clients who told us they could not afford to pay their fees, case managers were instructed not to re-assess their fees. In those situations, my only two options were to tell

		<p>the client, ‘pay up, or talk to my supervisor’ . . . who would then tell the client they should pay us if they didn’t want to go to jail.”).</p> <p>Canas Decl. at ¶¶ 7–8 (“I had been told not to help the clients without getting management involved. . . management was not interested in lowering the clients’ fees for any reason. If I wanted to help people who could not afford their fees, I had to do it behind my manager’s back.”)</p> <p>Ambriz Decl. at ¶ 30 (Ambriz testifying there was “extreme pressure on case managers to create an intimidating or threatening environment for clients.”)</p> <p>Canas Decl. at ¶¶ “[I]t was an expectation from management that I use threats of jail or other forcible tactics to get people to pay when they were behind.”)</p> <p>Hrng Transcript at 47:7–11 (Maria Vargas testifying that if people were behind in payment, her supervisor would tell her “just tell them they are going to go to jail if they don’t follow through.”)</p> <p>Barrera Decl. at ¶ 6 (“I was not taught to help clients or reduce their payments”).</p>
<p>“[T]he two primary culprits that executed the alleged RICO scheme [were] (Dixon</p>	<p>Essex Decl. at ¶ 43</p>	<p>Hrng Transcript at 9:21; 14:18–20 (“Everybody was using [fear tactics] in the</p>

<p>and Kyle)” ECF No. 112 at p. 23: 17–18.</p>		<p>office” against clients, and they “weren’t helping the clients. Instead we were forcing them and scaring them, but I was using them because it was coming from my supervisors.”).</p> <p>Canas Decl. at ¶ 4 (Case managers and supervisors routinely used what I call ‘forcible tactics’ to get money out of struggling clients, including threatening them with jail.”)</p> <p>Barrera Decl. at ¶ 10 (“[Our standard way of operating was to scare people into making payments and threaten them if they wouldn’t.”).</p>
<p>“[T]here is no evidence that any other victims exist” ECF No. 112 at p. 23:22.</p>	<p>“Doc. #42 (dismissing former plaintiffs Edwards and Brooks for failure to state a claim)”</p>	<p>James Brooks Depo. at 48:1–7, 53:1–24, 63–64:3–25, 65:6–23</p> <p>William Edwards Depo. at 62:10–14; 62–63:22–12; 64:4–13; 66–67:22–19; 121:7–20</p> <p>Aldhaeri Decl. at ¶ 7 Smith Decl. at ¶ 7 Roberson Decl. Childs Decl. at ¶ 7</p> <p>X–X, Former LCA client Declarations.</p>
<p>“[T]here is no evience . . . the alleged threats were anything more than sporadic and isolated events.” ECF No. 112 at p. 23: 24–25.</p>	<p>Wilson Depo. at 47:22-50:17, 51:7-20, 53:1-54:9, 55:7-56:2</p> <p>Jackson Depo. at 50:23-51:6, 57:3-10, 64:5-66:6</p>	<p>Canas Decl. at ¶ 4 (Case managers and supervisors routinely used what I call ‘forcible tactics’ to get money out of struggling clients, including threatening them with jail.”)</p> <p>Barrera Decl. at ¶ 10 (“[Our standard way of operating was</p>

		to scare people into making payments and threaten them if they wouldn't."). Hrng. Transcript at 24:3–5 (Vargas testifying that threatening participants was "an unwritten policy" at LCA)
"[Jackson] cannot claim that the total amount he paid (\$2,412.00) was wholly unjustified." ECF No. 112 at p. 24: 24–25.	Essex Decl. at ¶ 41 Jackson LCA File (no citation)	Jackson Fee Documents (showing rate of \$25.50 for first 64 days, despite having no income when he started the program, being widowed, and having three dependents)
"Jackson has no evidence that his alleged problems with his family and home are a direct result of the payments he had to make to LCA" ECF No. 112 at p. 24: 26–28.	No support.	Jackson Depo. at 58:15–18 ("Q. How do you feel injured by LCA? A. As far as losing my house and my car. Emotionally. Being homeless for 90 days. Not having my kids for three months.").
"[Wilson] cannot demonstrate the \$1,590.00 he paid was unjustified, especially since his fees were reduced and he paid less than the standard monitoring fees." ECF No. 112 at p. 24: 26–28.	Essex Decl. at ¶ 43 Wilson LCA File (no citation)	Wilson Fee Documents (showing minimum wage and variable hours)

Exhibit 2

Transcript of May 8, 2019 Class Certification Hearing

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Before The Honorable William H. Alsup, Judge

WILLIAM EDWARDS, et al.,)	
)	
Plaintiffs,)	
)	
VS.)	NO. C 18-4609-WHA
)	
LEADERS IN COMMUNITY)	
ALTERNATIVES, INC., et al.,)	
)	
Defendants.)	
_____)	

San Francisco, California
Wednesday, May 8, 2019

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For Plaintiffs:

EQUAL JUSTICE UNDER THE LAW
400 7th Street NW, Suite 602
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BY: MARISSA HATTON, ATTORNEY AT LAW
PHIL TELFEYAN, ATTORNEY AT LAW

For Defendants:

BURKE, WILLIAMS & SORENSEN LLP
444 S. Flower Street, Suite 2400
Los Angeles, California 90071
BY: KRISTINA D. STROTTMAN, ATTORNEY AT LAW

Reported By: Marla F. Knox, RPR, CRR
Official Reporter

1 **MS. HATTON:** That it was an expectation from
2 management that she use threats of jail or other forcible
3 tactics to get people to --

4 **THE COURT:** Okay, expectations. See, that is
5 lawyer -- somebody fixed that up. No. How does she know what
6 the expectation is of management? She has got to say what
7 management told her. Does she say what management told her?

8 **MS. HATTON:** Not explicitly. We have another case
9 manager who says management put pressure on case managers to
10 force people to pay and then threatened to write violation
11 reports and that she was under extreme pressure from management
12 and supervisors to get money from clients by any means
13 necessary.

14 **THE COURT:** What is that person's name?

15 **MS. HATTON:** Her name is Maria Vargas, V-A-R-G-A-S.

16 **THE COURT:** All right. When was she a case manager?
17 All of these are in Alameda County, right? Is that right?

18 **MS. HATTON:** Yes, when they were working. They are
19 not all currently in Alameda County.

20 **THE COURT:** That's what I mean.

21 **MS. HATTON:** She was a case manager in the Oakland
22 office from 2017 to 2018. She was unable to recall specific
23 months.

24 **THE COURT:** Have you taken the depositions of any of
25 those people?

1 **MS. STROTTMAN:** No, Your Honor.

2 **THE COURT:** Why not?

3 **MS. STROTTMAN:** I think for the class certification
4 stage, you know, these are -- given the vagueness of all of
5 these declarations and that they weren't specific, these might
6 have been individual circumstances; but LCA's training and
7 policy across the board is what the focus --

8 **THE COURT:** That's your spin. That's your story. And
9 maybe it's true, but they got a different story. And I -- the
10 devil is in the details.

11 **MS. STROTTMAN:** We were working on limited time, and
12 our focus was on taking the deposition of the Plaintiffs.
13 There were four of them that we had to take and travel is
14 required and --

15 **THE COURT:** Oh, my goodness, taking four depositions.
16 Oh, the world is going to come to an end. Where is it written
17 that four -- that is a small number. You could have taken
18 these three people's depositions. Now I'm stuck in the
19 position of having nothing to question the voracity of these
20 declarations. You should have taken them.

21 **MS. STROTTMAN:** Understood, Your Honor.

22 **THE COURT:** Theresa, give me a date about two weeks
23 away; and I want you lawyers to know I have accommodated your
24 schedule. I can't keep doing that just because you are
25 out-of-town lawyers. Are you the out-of-town lawyer?

Exhibit 3

Declaration of Lisa Ambriz

DECLARATION OF LISA AMBRIZ

1. My name is Lisa Ambriz, and I am over 18 years old. I live and work in San Jose, California.
2. I was employed by LCA as a case manager from April 2016 to December 2018. I worked at the front desk for LCA's San Jose office from February 2018 to December 2018.
3. I ultimately quit my job at LCA because of the harassing environment I experienced, and because I cared about the clients' best interests, and I felt LCA was treating clients in an unfair way just to get as much profit as possible.
4. There is no formal training or training process whatsoever at LCA. Case managers never receive training on how to calculate a monitoring fee based on financial needs (if they were in a county that had a sliding scale), or what to do if a client said they could not afford their payments. There is also no training for individuals who move up to supervisory levels.
5. The closest thing to training at LCA is the existence of a sliding scale that is only for certain counties, but it was not used to determine clients' daily rates.
6. In reality, for sliding scale participants, it was standard operating procedure to charge \$25.50 a day. The highest daily rate would be \$35 a day. If LCA thought it could get more money arbitrarily out of a particular client, they would add additional fees accordingly. We were never trained to consider a client's ability to pay when setting these fees, and there was never any consideration of ability to pay.
7. We were never trained to explain legal protections, fee disputes, or inability to pay to clients at intake or enrollment, and we never did.
8. If clients wanted to get reductions in the daily fee, were pressured to make clients jump through "hoops" to get paperwork. We were also told to request numerous documents, and only give them a few days to get the documents and bring them back to us within 10 days. If they did not return the documents in time, we were instructed to write a violation report (excluding clients from San Jose or Santa Cruz).
9. There was no training, no script, and nothing at all to tell us what to do when a client was unable to pay or said they were struggling with payments. If a client was having trouble making payments or wanted their rate lowered, the only thing we would do was tell them they should talk to a supervisor.


10. Otherwise, we were instructed to file violation reports with the court for nonpayment, and give the client five days to come up with their payment, which could be several hundreds of dollars. If people did not come up with the payment in five days, we were instructed to terminate them from the program, even if we knew they were experiencing extreme hardship and having trouble paying.
11. Although we would advise our supervisor, Raelene Rivas, of a client's financial situation, there was no formal consideration or fee adjustment process. It was ultimately simply up to her discretion, and she had the final say in regards to termination.
12. I saw many LCA clients terminated from the program for inability to pay the fees LCA was demanding. During my time as a case manager, I saw approximately 40–50 people terminated from LCA because they could not make their payments.
13. LCA did not have a policy for referring fee disputes to the court for resolution. I never saw a client referred to the court for help if they said they could not afford their daily fee. We simply wrote violation reports if they missed a payment.
14. With regard to violation reports, the common lingo in the LCA office was that after filing a violation report it would be up to the judge to “assess a new rate.” However we did not attach financial documents to the violation reports, we did not tell clients that the court could assess a new rate, and we did not inform the court of any fee dispute or reported difficulty in ability to pay when we filed reports.
15. For clients who told us they could not afford to pay their fees, case managers were not instructed to re-assess their fees. In those situations, my only two options were to tell the client “pay up, or talk to my supervisor.”
16. In my experience, referring a client to my supervisor meant having the client speak to Raelene Rivas, who would then tell the client that they should pay us if they didn't want to go to jail.
17. For clients behind in their payments, case managers were sometimes instructed to trick clients into coming into the office — under the pretense that their ankle monitor was malfunctioning — so we could terminate them from the program and take their equipment.

18. LCA also terminated clients who were “outspoken” about the way they were being treated or about how their fees were being calculated. If they were not terminated, my supervisor would personally take it upon herself to micromanage their monitoring activity after they had raised concerns.
19. There were no internal rules or guidance on what was considered a “violation” other than failure to pay. It is all up to the discretion of the office manager, which in my case was Raelene Rivas, to determine what could be a “violation” reported to the court.
20. There was no protocol for reductions in payment amounts. In our office, reductions were at the sole discretion of the office supervisor, Raelene Rivas. Even then, only a handful of clients got through to her for consideration.
21. Other than losing their job completely, there was not really anything a client could do to get their rate reduced. Even then, a rate reduction was simply up to Ms. Rivas if she felt like it, and she often did not reduce daily rates.
22. Ms. Rivas would deny rate reductions or add additional requirements for clients that she did not personally like. She would make things more difficult if she felt a client gave her “attitude.” I heard from a few clients that another one of our managers, Eric Turney, would make racist remarks and for those clients seemed to make supervision decisions based on race.
23. LCA management, including Raelene Rivas, put extreme pressure on case managers to get monetary payments out of clients no matter what. We were told to make them borrow from friends, coworkers, or family, to take out loans, or otherwise pressure them into making payments we knew they were having trouble with.
24. At one point during a company Webex meeting, a manager from the Riverside office, Gislena Gonzalez, told us case managers that we would not get paid if we did not collect all the money we were supposed to collect from clients. She said if a client doesn’t pay, we don’t get paid.
25. There was so much pressure to collect money through any means possible that it felt as though we (case managers) were not doing our jobs unless we were fulfilling management’s demands for money. I felt specifically as though I was not doing my job unless I was fulfilling Raelene Rivas’ needs, as opposed to the needs of my clients.

26. Case managers in my office usually had a caseload of 30-40 clients at a time. Because of the pressure put on case managers to collect payments, when a client's payments were delinquent, it was common to hear case managers tell them they should pay their fees or else they would go to jail.
27. One of the lines I heard most frequently used against clients at LCA was case managers telling them that they needed to make their payments because otherwise they would be terminated from the program and, ultimately, thrown in jail.
28. Ms. Rivas herself often told LCA clients that they should pay because they would end up going to jail if they did not. If someone was not making their payments, she would often ask "do you want to go to jail?"
29. Ms. Rivas would also tell clients that if they didn't pay, they would go to jail and all the money they had paid to LCA would go to waste, or their money would "go down the drain."
30. There was also extreme pressure on case managers to create an intimidating or threatening environment for clients — we were ordered to write violation reports for even the most minor incidents, such as someone being outside of their home for two minutes to take out the trash or retrieve the mail.
31. Any time a case manager was outspoken about the unfair requirements we had for clients or the pressure we felt to collect money, there would be some sort of retaliation, such as increasing our workload. This happened to me several times after I brought up issues about the harassing work environment at meetings. I also saw this happen to other employees after they raised issues with the way LCA operated against clients. I never received a resolution or solution regarding the issues I experienced.
32. My hopes for reaching out to Equal Justice Under Law would be that no other employees would have to go through what I went through while working at LCA, and especially that the clients will not have to go through LCA's intimidation. LCA describes the company to be a community-based organization that holds their company values dearly, however, it does not. I clearly witnessed this not only for myself and other employees, but for the clients who are going through such difficult times in their lives. I feel as if the company continues the cycle of incarceration instead of reintegrating clients back into the community. LCA's policies for staff and clients need to change so that there is understanding on both sides. If not, LCA needs to take the time to assess a client's needs, or refer them somewhere else.

I declare under penalty of perjury that the statements above are true and correct.

Executed on this 23 day of January, 2019.



Lisa Ambriz

Exhibit 4

Transcript of May 29, 2019 Evidentiary Hearing on Class Certification

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BEFORE THE HONORABLE WILLIAM H. ALSUP

WILLIAM EDWARDS, et al,)	
)	
Plaintiffs,)	
)	
vs.)	No. C 18-4609 WHA
)	
LEADERS IN COMMUNITY ALTERNATIVES,)	
INC., et al,)	
)	San Francisco, California
Defendants.)	Wednesday
)	May 29, 2019
)	8:00 a.m.

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For Plaintiffs: EQUAL JUSTICE UNDER LAW
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BY: MARISSA K. HATTON, ESQ.
JAMES DAVY, ESQ.

For Defendants: BURKE, WILLIAMS & SORENSEN, LLP
444 South Flower Street
Suite 2400
Los Angeles, California 90071
BY: KRISTINA DOAN STROTTMAN, ESQ.
SUSAN EILEEN COLEMAN, ESQ.

Also Present: KENT BOROWICK

Reported By: Debra L. Pas, CSR 11916, CRR, RMR, RPR
Official Reporter - US District Court
Computerized Transcription By Eclipse

1 And I was in the room. I was just taking notes. I was
2 shadowing her.

3 Q. Okay. How long did that shadowing last?

4 A. I want to say, like, a month.

5 Q. Okay. And what office did you do that training in?

6 A. In the Oakland office.

7 Q. I want to get to the heart of this case, which is what the
8 Court has said is class-wide proof.

9 Okay. Can you tell me what you understand this case to be
10 about?

11 A. Yes. From my understanding, it's like the fearful tactics
12 that we used to ask the clients for payment.

13 Q. Okay. And can you tell me whether those fearful tactics
14 were part of your specific experience working at LCA?

15 A. Yes. We would tell the clients that we had to do an
16 Incident Report and we would tell them that if they didn't make
17 a payment, they would have to go back to jail.

18 Q. Okay. I'm going to want to get into those things in a
19 second.

20 When was the first time you understood what you call
21 fearful tactics to be part of how LCA operated its fee
22 collection practices?

23 A. It was when I started to have my own caseload. I want to
24 say maybe in -- it was March when I had my caseload.

25 Q. And how did you come to understand that fearful tactics

1 and telling people that they would go to jail is part of the
2 fee collection practice?

3 **A.** Because I heard it from the person that I was shadowing,
4 and I also heard it from my supervisors, from Will and from
5 Raelene Rivas.

6 **Q.** Okay. And so hearing those things from the person who
7 trained you and from your supervisors, how did that affect your
8 understanding of your expectation for your job duties?

9 **A.** Well, hearing those things gave me the impression that we
10 had to be, like, the mean ones with the clients; that we had to
11 threaten those clients with jail sentences.

12 **Q.** Did you understand what you've called threatening people
13 with jail sentences or using fearful tactics to be -- meant to
14 be helpful to clients?

15 **A.** No. They weren't helpful. In fact, they were -- we were
16 scaring the clients. They were supposed to complete the
17 program successfully, which even though they were compliant, if
18 they didn't have the money, we would still have to send the
19 report and they would have an Incident Report in their file.

20 **Q.** You mentioned managers earlier. So I think you said
21 Raelene and Will?

22 **A.** Yes.

23 **Q.** What was Raelene's position?

24 **A.** She was -- or she is the assistant program director, I
25 believe.

1 Q. And what is Will's position?

2 A. He was a case manager and eventually he was promoted to a
3 lead case manager.

4 Q. Did either of them supervise you?

5 A. Yes. It was Will.

6 Q. And would you hear Raelene use these fearful tactics?

7 A. Yes. One time from my personal experience I have an
8 example. I had a client. He was from San Mateo County. He
9 was behind on payments. I tried to work it out with the
10 client, but he -- he just told me that he didn't have money.

11 So I went into Raelene, explained the situation and she --
12 she talked to the client through the phone and she -- she told
13 him that if we didn't receive the payment by 5:00 p.m., which
14 was the time that we close the office, he would be terminated
15 from the program.

16 Q. And do you count that, being terminated from the program,
17 as part of this what you call fearful tactics?

18 A. Yes.

19 Q. Why?

20 A. If they didn't complete the program, they would go back to
21 jail.

22 Q. Were they ever told that directly?

23 A. Yes.

24 Q. You also mentioned Will. Is that William Basler?

25 A. Uh-huh. Yes.

1 Q. Would you hear him use what you've called fearful tactics
2 or threats of jail?

3 MS. STROTTMAN: Objection. Leading.

4 THE COURT: Sustained.

5 BY MS. HATTON

6 Q. What types of things would you hear Will say to clients?

7 A. We would go to Will if we needed help with the clients and
8 he would tell them the same thing; that the clients would go
9 back to jail. We had to send reports if we didn't receive
10 payments from them, which was mainly from most of the clients.
11 They couldn't afford the program.

12 Q. And was Will's behavior consistent with the culture at LCA
13 for fee collection?

14 A. Yes. He was aggressive in that part, when it came to
15 collecting money from the clients.

16 Q. Okay. So I want to move on to -- you know, we're talking
17 about whether there's class-wide proof.

18 So beyond just the management, did you hear case managers
19 use these fearful tactics?

20 A. Yes, all the time. And myself did it, too. And it was
21 because everybody was using them in the office. It came from
22 the supervisors. So we, as case managers, had to use them.

23 Q. Can you explain what you mean by "it came from the
24 supervisors"?

25 A. Well, like I already said, I heard the same Raelene Rivas

1 talk to the clients like that, and also Will, Will Basler. So
2 we all assumed that we had to -- to tell that to the clients.

3 Q. Okay. And did you have contact with any managers from
4 other offices?

5 A. Yeah. Yes. Raelene was from the San Jose office. We had
6 contact with managers from Riverside. And I think those were
7 the only ones. The only ones were, like, lead case managers.
8 They were in the San Francisco office and the Marin office, but
9 yes.

10 Q. From what you know was their attitude the same as Will's
11 and Raelene's towards fee collection?

12 A. Yes. They were all following the same -- have the same
13 rule, the same policy.

14 Q. And what do you mean by "the same policy"?

15 A. That we needed to ask money to the clients and if they
16 didn't -- if we didn't receive payments, we had to use, like,
17 the -- we had to follow the procedures, which was doing an
18 Incident Report and that could be -- could lead to termination
19 from the program, which meant going back to jail.

20 Q. And you said that you engaged in these practices as well?

21 A. Yes, I did.

22 Q. Did you tell people that they would go back to jail?

23 A. I did, yes. Because that was coming from Will, from
24 Raelene, so that's what I had to do. I was just following the
25 policy that they were telling us.

1 Q. Did you hear other case managers telling clients they
2 would go to jail?

3 THE COURT: Counsel, could you -- it's unclear
4 whether she did that in every case or just did it once or
5 twice. You need to make a good record here.

6 Occasionally doing it is not class-wide proof. So you
7 need to establish, if you can, that she did it in every case.

8 MS. HATTON: Okay. Sure.

9 BY MS. HATTON

10 Q. How often did you tell clients that they would go to jail?

11 A. It was when the clients were behind on payments. It
12 wasn't all the time, but it was most of the time.

13 It was -- a lot of the time the clients couldn't make the
14 payments. They were just getting out of jail. And we knew
15 that they didn't have a job, but still we were asking for the
16 money.

17 Q. Okay. So you worked there for a year and a half you said
18 earlier. Can you, you know, to the best way you can describe
19 it, approximate how often you were using what you described as
20 fearful tactics?

21 A. I want to say every day, but it wasn't to, like, every
22 client. It was, like, starting clients only.

23 Q. Okay. And what types of clients were those?

24 A. It was clients from Santa Clara County, San Mateo County;
25 all of the different counties.

1 It was clients being on the SCRAM device, the alcohol
2 device, and the GPS device as well.

3 Q. Okay. So what did you do when a client was delinquent or
4 falling behind in payments?

5 A. We had -- I had to call the client. I had to ask for the
6 payments. A lot of times I -- I tried to work out with the
7 clients, but -- when they were really behind on payments.

8 I used to go and ask for help from my supervisors, which
9 was Will and Raelene, and they would tell me the same thing.
10 They would tell me you already know the procedure. Just send
11 an Incident Report. Tell them what could happen, and that was
12 going back to jail.

13 Q. Okay. And how often did you do that?

14 A. Every day.

15 Q. Multiple times a day?

16 A. Multiple times a day, yes. I had a lot of clients, 40 to
17 50, and before I quit I had more than that. It was, like,
18 reaching to the hundred clients, because a lot of case managers
19 were quitting, so they were assigning the clients to the
20 managers in the -- the case managers in the Oakland office.

21 Q. Okay. And when you say 40 to 50, is that total or at a
22 time?

23 A. It was... hmm. It was total, but then we were being
24 thrown with more clients.

25 Q. Okay. So I just -- just to clarify, in your year and a

1 My supervisor, Will, he would give us an audit. It was a
2 paper with all the clients that we were behind. And it was --
3 it was more than 20.

4 Q. More than 20, okay.

5 These fearful tactics, would you say they were widespread
6 practice in the office you worked in?

7 A. Yes. Everybody was using them. We didn't have, like,
8 actual offices. We had cubicles, so we could hear each other.
9 And, yes. Every case manager would use them.

10 Q. Okay. And --

11 A. As well as the -- as well as the supervisors.

12 Q. Okay. And you have said that you, yourself, have used
13 them?

14 A. I did. Yes.

15 Q. Can you explain why you did?

16 A. It wasn't because I -- I wanted to use those tactics. I
17 have a major in criminal justice and I know what it is like to
18 help clients. And those tactics were -- those weren't helping
19 the clients. Instead we were forcing them and scaring them,
20 but I was using them because it was coming from my supervisors.

21 So if it was coming from them, I imagined that I had to use
22 them, too.

23 MS. HATTON: No more questions.

24 THE COURT: All right. Cross examination. Thank
25 you.

1 A. Yes.

2 Q. As a case manager, you had electronic monitoring from
3 participants who are from different counties; is that correct?

4 A. Yes, I did.

5 Q. And you understood that the ways that they were assessed
6 fees varied by county; is that correct?

7 A. Yes, I did.

8 Q. And you knew that Alameda County, you were supposed to use
9 a sliding scale; isn't that correct?

10 A. Yes. And still I thought that was very unfair because we
11 were using -- we had clients that weren't working and we still
12 had to use, like, the -- we had to assess their fees even
13 though they weren't working. We had to use their previous
14 taxes, their previous W-2 forms and their previous pay stubs,
15 which it wasn't, like, clear because they weren't working. So,
16 yes.

17 MS. STROTTMAN: Move to strike after the response
18 "yes."

19 THE COURT: No. It will all stand.

20 Go ahead. Next question.

21 BY MS. STROTTMAN

22 Q. And LCA accepted many proofs of income; isn't that
23 correct?

24 A. Yes, they did, but they weren't accurate. Like I
25 mentioned before, they weren't working and we were asking for

1 their previous pay stubs from their previous jobs.

2 Q. You knew there was a financial needs assessment form; is
3 that correct?

4 A. Yes, I did.

5 Q. And on the financial needs assessment form the objective
6 states:

7 "A financial needs assessment is conducted to
8 make LCA programs more accessible or affordable for
9 indigents and other economically challenged persons."

10 Isn't that correct?

11 A. Yes.

12 Q. And the financial needs assessment allowed participants to
13 provide more information to get their fees lowered even more;
14 isn't that correct?

15 A. But we weren't considering, like, the child support, money
16 taken from the government and other things like that. We were
17 just asking for, like, the rent and utilities. They weren't --
18 we weren't taking into consideration the child support and
19 other -- those things.

20 Q. Isn't it true in the financial needs assessment form it
21 does state to list other assets or income including cash,
22 pension, alimony, child support?

23 A. Umm, it -- excuse me. It came from Eric Turney and he
24 told me specifically, no, they didn't count those.

25 Q. You acknowledged that you were not taught to help clients

1 **THE COURT:** No. When you were dealing with clients
2 from the Alameda County, were they given different
3 consideration than the other people?

4 **THE WITNESS:** As far as the payment, yes. Alameda
5 County was the only one that we were assessing their fees.

6 The other counties we -- it was just a -- a straight fee
7 and they -- most of them were okay with it and we didn't have a
8 problem with those clients. It was mainly from Alameda County.

9 **THE COURT:** I just couldn't hear you because your
10 baby is crying.

11 What did you say? It was something? The last sentence
12 again, please?

13 **THE WITNESS:** So for the people that were from out of
14 county, it was a flat rate. The majority of time the clients
15 were okay with those fees. We didn't have a lot of issues with
16 the out-of-county people. It was mainly from Alameda County.

17 **THE COURT:** All right. So who were the -- you say
18 that you -- you personally threatened to put people in jail if
19 they didn't pay the fee; right? That's what you said.

20 **THE WITNESS:** I did. Because it was how Raelene
21 talked to the clients. So coming from my supervisor, I assumed
22 that I have to just talk to the clients like that.

23 **THE COURT:** Now, did you do that in every case where
24 there was somebody from Alameda County?

25 I just want to talk about Alameda County. Did you do that

1 in every case where somebody fell behind on their payments?

2 **THE WITNESS:** Yes, I did.

3 **THE COURT:** All right. Now, how do you explain these
4 examples where the lawyer said that the person from Alameda
5 County got a fee reduction?

6 **THE WITNESS:** But it was only a couple of examples.
7 They didn't pull up the client that we had -- that we had them
8 at 41 a day.

9 **THE COURT:** They gave two examples. Were those from
10 Alameda County?

11 **MS. STROTTMAN:** Yes, Your Honor.

12 **THE WITNESS:** But those were --

13 **THE COURT:** Wait, wait. Let me -- wait a minute.

14 You said in every case you made a threat, but she gave two
15 examples where the person got a fee reduction.

16 **THE WITNESS:** Uh-huh.

17 **THE COURT:** So how do you explain that inconsistency?

18 **THE WITNESS:** Because a lot of times still even --
19 even though they were, like, at the lowest rate, they couldn't
20 make the payments.

21 I believe he was on Social Security or another disability,
22 but he wasn't working. So he had rent to pay. He had other
23 utilities to pay. So there were times they didn't have the
24 money to make the payments, even though they were at the
25 lowest.

1 **THE COURT:** Was there ever a time when somebody
2 actually did go back to jail because they couldn't pay?

3 **THE WITNESS:** Yes.

4 **THE COURT:** Give us the names of those people.

5 **THE WITNESS:** I don't remember any -- any names, but
6 yes. We -- we actually terminated clients for nonpayment. I
7 don't remember the date -- the names.

8 **THE COURT:** All right. Ms. Hatton, I'm going to give
9 you about three minutes to ask any rebuttal questions, if you
10 have any.

11 **MS. HATTON:** Sure. I just have a couple.

12 REDIRECT EXAMINATION

13 **BY MS. HATTON**

14 **Q.** So everyone seems to be very confused about this idea of
15 threatening people and also fee reductions.

16 Were threats limited to people who did not receive fee
17 reductions?

18 **MS. COLEMAN:** Objection. Leading.

19 **THE COURT:** I'm going to let you ask that in a
20 different way It's a confusing question to me. Try it again at
21 a different way.

22 **MS. HATTON:** Okay.

23 **BY MS. HATTON**

24 **Q.** These threats of jail, were they connected to whether
25 someone's fee had been reduced?

1 pay.

2 But for any client that was paying for their ankle
3 bracelet, they would get Incident Reports. And the Violation
4 Reports would be, like, if after five days you don't pay, then
5 we remove you from the program and we send that report to the
6 court. We take the bracelet back off and basically that would
7 mean them going back to jail in that sense.

8 THE COURT: Okay. Go ahead.

9 BY MS. HATTON

10 Q. How much of your job was focused on this fee collection
11 aspect?

12 A. Fifty. Yeah, like, 50 percent.

13 Q. Okay. And you said Will Basler told you to tell clients
14 to pay or they would go to jail?

15 A. Yeah. It was the phrase that he used and it was just
16 specifically -- it wasn't written, like, a policy anywhere. It
17 wasn't, like, in my job description to collect payments in that
18 way. But it was the way that -- if we were seeing a client
19 become completely non-compliant, write the Incident Report,
20 don't even worry about it. Write the Incident Report. By the
21 second one or the third one it said, like, after five days they
22 will be removed from the program.

23 And basically when we say, like, we're going to write an
24 Incident Report, clients would freak out because they knew so
25 many Incident Reports coming back to a judge would mean, like,

1 oh, I'm not doing what I'm supposed to be doing, which means
2 could result in jail.

3 Q. Okay. So did you hear Will Basler tell other case
4 managers to use this tactic?

5 A. Yeah. That was, like, his common phrase.

6 Q. How often did you hear him say that?

7 A. Every time he was doing the audit or we were having, like,
8 a hard time with a client. Like, if people were really behind
9 and they were just being non-compliant with their payments,
10 that would be, like, just tell them they are going to go to
11 jail if they don't follow through.

12 Q. Okay. Can you describe how often -- there were two parts
13 of that answer. One was audits and one was people that were
14 non-compliant. How often did these audits happen when Will
15 Basler was saying this?

16 A. Weekly. At one point he was in different offices, so
17 every time he would come to the Oakland office, he would have
18 this red pen and just print out all of our caseloads, which
19 were, like, up to 180 at one point, and just check all the
20 people who were behind or highlight everybody that was behind
21 on their payments and give them back to you and say, like, hey,
22 you need to get this done by the end of the day or you need to
23 get this done. Like, by the next time I see this, I don't want
24 to see all these people on there behind.

25 Q. Okay. So the audits were weekly. How often were people,

1 everyone else doing it.

2 Q. Nothing in the handbook or the online training you had
3 taught you to threaten participants, did it?

4 A. I never had any online training. We did have a training
5 with Will Basler. It wasn't on my job description or anything
6 about debt collection, but definitely it was a policy. Like,
7 if that's the last -- not last resort, but if worse comes to
8 worse, use that.

9 Q. There was nothing in writing instructing you to threaten
10 participants, was there?

11 A. It was an unwritten policy, I want to say.

12 Q. So there was nothing in writing, correct?

13 A. No.

14 Q. Is that correct?

15 A. Yes, it's correct.

16 Q. And ankle monitoring is an alternative to jail; right?

17 A. Uh-huh.

18 Q. Yes?

19 A. Yes.

20 Q. So clients have the opportunity to be part of this program
21 and to pay a fee to help defray the costs in order to avoid
22 going to jail; right?

23 A. Yes. A lot of them were also doing volunteer work through
24 SCRAM, even though they also did have to pay it, even though
25 they were volunteers.

1 A. Yes. They would return their equipment. We would send
2 the report saying they did not complete and the judge would
3 make their final call, which in a lot of the cases were they
4 had got thrown back in jail and extended on LCA when they came
5 back out.

6 Q. So isn't it true that you only issued these five-day
7 notice Incident Reports to three clients in Alameda County
8 during your tenure?

9 A. Yes. Usually when we were doing the Incident Reports,
10 there was -- by the time we were threatening with Incident
11 Reports, they would just come up with the payments as soon as
12 possible.

13 Q. There were other types of Incident Reports you could
14 write, too; correct?

15 A. For failure to pay, that was mainly the one. Like, let's
16 say, for example, if I had a client who always was doing her --
17 she was following her rules, but she could not afford the
18 program. And that was one of the -- most of the Incident
19 Reports that she got, failure to pay, and then she would make
20 up her payments and we would have to send another one every
21 time she fell behind, far behind.

22 Q. So if you could just listen carefully to the question.
23 There are other things that you write up Incident Reports for;
24 correct?

25 A. Uh-huh.

1 participant's fees; right?

2 A. I never lowered the participants fees. It's always a
3 lead. Will Basler, he would --

4 Q. You would use the sliding scale to determine the initial
5 payment; right?

6 A. No, I would not use the sliding scale. Will Basler was
7 the only person in charge of how -- determining how much the
8 payments would be. We were not allowed to use the sliding
9 scale.

10 Q. And the supervisor would also do the financial needs
11 assessment to further lower the fees?

12 A. That would go through our program director, Eric Turney.

13 Q. You were never disciplined for failure to collect fees;
14 were you?

15 A. We were given verbal warnings. I was never written up,
16 but we were given verbal warnings during morning meetings,
17 which considered printing out our papers and doing an audit and
18 saying, If you don't get this done by today, like, we're going
19 to basically -- like, it would be forwarding to discipline you.

20 Q. But you were never actually disciplined for failure to
21 collect fees; correct?

22 A. No, I was never.

23 Q. And the reminders you got from Will Basler and other
24 supervisors included a variety of things that were put into the
25 -- Asana program; right?

Exhibit 5

Declaration of Maria Vargas

DECLARATION OF MARIA VARGAS

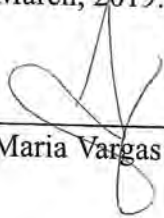
1. I am over 18 years of age and a resident of San Lorenzo, California.
2. I worked as an LCA case manager in the Oakland office from 2017 to 2018.
3. Working for LCA was extremely difficult and stressful because of the working conditions and the emphasis that management placed on money. The biggest pressure in my job was to obtain money/payments from participants and the pressure to control participants' lives and moves.
4. I saw how hard it was for poor clients and people just coming from jail to come up with hundreds of dollars that LCA demanded from them. Still, management put pressure on us to force them to pay and to threaten to write violation reports.
5. Management put so much pressure on case managers to get payments that we were audited each week based on how many payments were processed. The assistant manager William Basler would make checklists with red marks to show us where we were falling behind and pressure us about which clients were late or behind in payments.
6. The audits were stressful because if a case manager had 15 or more clients behind on payment, we were expected to "fix" it by the end of the next business day. If we had not resolved all the outstanding debt (or at least the majority of it) by then, we were called into Mr. Basler's office for a private meeting. If we hadn't fixed all the payment issues by the next day, Mr. Basler would start the formal disciplinary "write-up" process against us.
7. Because management put so much pressure on us to collect payments, there was pressure to collect full payments. I felt very conflicted about forcing people to pay when they couldn't afford it.
8. There was pressure from management to write violation reports for non-payment, even if we knew a client couldn't afford their fees. While working at LCA, I often heard case managers and supervisors threatening to write violation reports if struggling clients did not pay.
9. We were never formally trained to be debt collectors, and we were never trained about California laws protecting clients who couldn't afford their fees or what to do when a client couldn't afford their fees.
10. Instead, we were told to use the FMP system report writer, which has templates for violation reports. One of the specific templates is "failure to pay" and that means removal.
11. I felt very conflicted about writing violation reports for people who I knew were poor and couldn't afford their payments. Supervisors would pressure us to write the reports, and I had to put my name at the bottom of the report even if I didn't morally agree with it. Clients would see this and think that I was personally coming after them, when really I didn't think it was right that the reports were being written.

12. Even though we were told our caseloads would never be more than 25–30, my maximum caseload reached 140 clients at a time and I had to manage clients from all over Northern California and sometimes from Southern California as well.
13. I personally knew clients who were working three jobs just to try to pay LCA and stay out of jail, or who had opened up credit cards and were racking up debt even though they couldn't afford to pay LCA. People took on enormous amounts of debt to pay LCA because they knew their only other option was jail, and failure to pay for them meant jail.
14. I also would hear clients being told it was either "this" (comply with LCA) "or jail" during enrollment as a way to ensure they would make payments in the future. Majority of the time it was Lead Case Manager William Basler, who would make these comments to clients during their enrollment. He would be very harsh to the clients to scare them into not messing up on payment.
15. Mr. Basler sometimes did not have sympathy for the clients. When one participant asked to attend a funeral, Mr. Basler asked "would you be able to do that in jail?"
16. CEO Diane Harrington was also very harsh to the case managers, and would talk about us right in front of us, acting as though we weren't there. She would say things about us like, "make sure they're getting the payments" in a threatening tone right in front of us to our Lead Case Manager.
17. The working environment was very intimidating and stressful at LCA. I was one of the three case managers that spoke Spanish in the Oakland office, and we had problems with discriminatory treatment that were so bad, the program director from Southern California had to come up and deal with it. We were also told not to speak Spanish in the office because it was "disrespectful."
18. LCA management also showed blatant disregard for case managers' safety and wellbeing, especially the women. We were told that we went to the bathroom too much and not to laugh in the office. There were also no safety measures in place for the enrollment process, which we had to do alone in a back room totally isolated. Management did nothing when we raised these concerns. It was clear that our safety meant nothing to them.
19. This disregard for wellbeing extended to clients, who often could not get their fees reduced even if they were experiencing extreme hardship. Even for clients that got an FNA (which only was applicable in Alameda County), at most it would take a couple dollars off their fee, which didn't help for those who were truly struggling.
20. I knew a client that had previously been a longshoreman but had to take a leave to take care of his sick mother. He wasn't working and LCA knew it, but they still calculated his fee off of his previous gross pay, which was not consistent with where he was at in his life financially. Although LCA took into account his bills, because they saw his previous income

it did not result in a meaningful change in this fees. The client was really struggling and LCA did not care.

21. Gross pay was calculated as how much money a participant made, not taking into consideration taxes, child support, wage garnishment, etc. When asked, William Basler simply said those were the rules enforced by Diane Harrington and Kent Borowick.
22. When several case managers put in their two weeks (including myself), Diane Harrington told us "LCA was here before and will be here after" them.
23. Around the same time, while still employed for LCA, case managers were told "not to worry" when this lawsuit was filed, and "to not answer any calls or contact from lawyers" representing the plaintiffs in the case by Kent Borowick.
24. There was a lot of nepotism at LCA by the CEO, which resulted in unqualified family members and friends being given jobs, special treatment, and promotions.
25. I ended up leaving LCA because of the horrible treatment of clients and the discriminatory and terrible treatment that I received as a case manager by the CEO.

I understand that I am a potential witness in this case, and I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge. Signed this 6th day of March, 2019.



Maria Vargas

Exhibit 6

Declaration of Claudia Canas


DECLARATION OF CLAUDIA CANAS

1. I am over 18 years of age and a resident of Vallejo, California.
2. I worked as an LCA case manager in the Marin & Vallejo office from October 2016 to June 2018.
3. As an LCA case manager, I worked with many EM clients who were struggling to make their payments and clearly could not afford the fees that LCA was charging them. I wanted to help them, but I was told that it was “not my job” to take financial matters into my own hands to help the clients.
4. Case managers and supervisors routinely used what I call “forcible tactics” to get money out of struggling clients, including threatening them with jail.
5. I was not specifically trained to threaten people with jail, but I felt it was an expectation from management that I use threats of jail or other forcible tactics to get people to pay when they were behind.
6. I always felt my job was in jeopardy. I was overworked and had a caseload of 30–40 clients at a time, and there was extremely high pressure from management to write numerous violation reports and collect full amounts of payment from clients.
7. For clients struggling to make payments, I wanted to reduce their fees or give them some leniency when they were late, but I had been told not to help the clients without getting management involved.
8. From my experience, I knew management was not interested in lowering the clients’ fees for any reason. If I wanted to help people who could not afford their fees, I had to do it behind my manager’s back.
9. I felt caught in between following direct instructions from my supervisors, and helping people who were seriously struggling with their payments.
10. LCA also did not care about the wellbeing of the employees themselves. Female case managers told our supervisors numerous times that we did not feel safe at the Vallejo office because we had to work late, sometimes alone, and there was no light at all in the parking lot. Management never took any action.
11. I was also a victim of a sexual harassment incident while working at LCA. I reported the incident in great detail to Kent Borowick, but he still wanted me to return to the site of the incident to further explain. He took me to the room where it occurred, and asked me to describe and even recreate the incident. He also asked me if I could physically demonstrate the sexual position of “cowboy style” for him while we were in the room together. All of this happened to me while I was six months pregnant.

12. The process of reporting the sexual harassment incident and Mr. Borowick's actions towards me afterwards were re-traumatizing.

13. I feel that LCA's threatening business practices caused a continuous injustice to clients who were in a vulnerable position and struggling to pay. LCA's threatening business practices also had a negative effect on employees and it was extremely difficult to work in a high-pressure environment that values profit over everything else.

I understand that I am a potential witness in this case, and I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge. Signed this 3rd day of March, 2019.



Claudia Canas

Exhibit 7

Excerpts of Deposition of Kyser Wilson
taken on March 20, 2019

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WILLIAM EDWARDS, ROBERT)
JACKSON, JAMES BROOKS, and)
KYSER WILSON on behalf of)
themselves and others)
similarly situated,)
)
Plaintiff,) Case No. 3:18-cv-04609-WHA
)
vs.) Pages 1-131
)
LEADERS IN COMMUNITY)
ALTERNATIVES, INC., et al,)
)
Defendants.)
)
)
_____)

VIDEOTAPED DEPOSITION OF KYSER WILSON

TAKEN ON

WEDNESDAY, MARCH 20, 2019

JO DILLINGHAM BREWER, CSR NO. 9707

1 Q. It's also good for you to wait because it also
2 gives your attorney an opportunity to make objections in
3 this case. So she's entitled to make objections, but
4 unless she instructs you not to answer, based on a
10:29:46 5 privilege or something like that, then you're still
6 required to answer the question.

7 Do you understand that?

8 A. Yes.

9 Q. Okay. So the purpose of today's deposition is
10:29:57 10 to allow me to obtain testimony regarding the incidents
11 which is the subject to your lawsuit. It's not meant to
12 be a grueling experience, so if you want to take a break,
13 use the restroom, get some water, please feel free to ask
14 and we will stop. We'll stop today also for a lunch
10:30:14 15 break for everyone. The only thing that I ask is that,
16 if there's a question pending, please answer that
17 question before asking for a break.

18 Do you understand?

19 A. Yes.

10:30:21 20 Q. And are you --

21 A. No. I've been up all night, so I'm just a
22 little --

23 Q. Okay.

24 A. I'm all right.

10:30:27 25 Q. Okay. And if you want to, you know, take a

1 today.

2 Where are you currently working?

3 A. Tenderloin Housing Clinic.

4 Q. How long have you been working there?

10:48:00 5 A. Uh, going on three years.

6 Q. How did you get that job?

7 A. I applied for it.

8 Q. And what is your -- do you have a job title
9 there?

10:48:15 10 A. I'm a desk clerk.

11 Q. What are your responsibilities?

12 A. Uh, make sure the tenants are safe, make sure
13 they get their meds, and pretty much that's about it.

14 Q. What are your hours there?

10:48:38 15 A. 12:00 to 8:00.

16 Q. And how many days a week do you work?

17 A. Uh, Sunday through Thursday.

18 Q. So that's 12:00 a.m. to 8:00 a.m.?

19 A. Mm-hmm. Yes.

10:49:05 20 Q. Are -- do you have any other work right now?

21 A. Yes. I'm a barber, too.

22 Q. And where is that at?

23 A. 2010 Park Boulevard.

24 Q. Here in Oakland?

10:49:24 25 A. Yes.

1 Q. Okay. So I'm trying to piece together -- I'm
2 sorry --

3 So in 2016, you were arrested for a DUI and
4 driving with a suspended license; is that correct?

10:56:19 5 A. Yes.

6 Q. Okay. So your license was suspended before
7 you got this DUI; is that correct?

8 A. Hmm, I'm not sure. I'm not sure.

9 Q. Okay. So are you sure that there are no other
10:56:47 10 DUIs between 2010 and 2016?

11 A. No. There shouldn't be, no.

12 Q. Okay. Is there any other reason why your
13 license would have been suspended between 2010 and 2016?

14 A. No.

10:57:07 15 Q. Okay. Were you represented by counsel?

16 A. Yes.

17 Q. Who was your counsel?

18 A. Kevin Mitchell.

19 Q. And did you know Mr. Mitchell before this
10:57:19 20 case?

21 A. No.

22 Q. We'll go back more into this case later.

23 But since that arrest in 2016, have you had
24 any other arrests?

10:57:41 25 A. No.

1 A. I don't remember.

2 Q. Did the court ever tell you what would happen
3 if you didn't pay that fine?

11:03:18

4 A. Hmm, in that -- in that case, I just paid the
5 fine.

6 Q. Okay.

7 A. I'll never go back to Chico, I'll tell you
8 that.

9 Q. Any other arrests or convictions?

11:03:32

10 A. No.

11 Q. And have you ever been convicted of anything
12 related to fraud?

13 A. No.

11:03:41

14 Q. Anything -- any convictions related to
15 dishonesty?

16 A. No.

17 Q. Have you ever been fired from a job because of
18 dishonesty?

19 A. No.

11:03:56

20 Q. Can you tell me in your own words what you
21 think this lawsuit is about?

22 A. Being extorted.

23 Q. And what does that mean?

24 A. That means like somebody used their power to
25 get what they want by using threats.

11:04:20

1 A. I don't remember her name. It was several of
2 them. I had, like, three the whole time I was, um, on
3 LCA.

4 Q. Was Tiffany Dixon one of them?

11:21:09 5 A. I don't recall.

6 Q. Okay. You had three.

7 Were they all female?

8 A. Yes.

9 Q. Was there anyone that was, like, your lead
11:21:27 10 case manager or the person that you most --

11 A. Well, um, they kind of -- like, the first one
12 quit after, I think, my first payment. And then I had
13 another one. And then when I ended up finishing up, I
14 had another one. So it was always somebody different
11:21:57 15 contacting me.

16 Q. Okay. So when you came in the first time, can
17 you describe the person who you first met with.

18 A. Black; short; about five, eight. Long hair.

19 Q. Short hair, or she was short?

11:22:19 20 A. She had short hair.

21 Q. Okay. Sorry. When you said five, eight and
22 short --

23 A. Five, eight's kind of tall for a lady.

24 MS. HATTON: He's used to dealing with me.

11:22:29 25 MS. STROTTMAN: Just because your attorney's

1 Do you claim that you had difficulty making
2 these payments?

3 A. As time went on, yes.

11:25:59

4 Q. And what caused you to have difficulty making
5 payments as time went on?

6 A. Because I wasn't able to work as much as I
7 thought I was going to be able to so I could pay.

8 Q. Okay. Do you recall approximately when was
9 the -- or -- and did you tell anyone at LCA that you had
10 difficulty paying these fees?

11:26:29

11 A. Yes.

12 Q. When was the first time that you brought this
13 up?

14 A. After my first payment.

11:26:40

15 Q. So was it that you paid them and said, "I'm
16 going to have difficulty making these payments"?

17 A. 'Cause I was on house arrest. So I had to be
18 in the house, and I -- I couldn't be at the barber shop
19 the times I'm normally there. So I had to be in the
20 house, so it was difficult to make a certain amount of
21 money, having to be in the house.

11:27:00

22 Q. Okay. Were you able to make your first
23 payment?

24 A. Yes.

11:27:05

25 Q. Okay. And then -- but it was after your first

1 payment you told them?

2 A. Yes.

3 Q. Okay. And who did you tell?

4 A. My case manager at the time.

11:27:18 5 Q. And was this a different person than who did
6 the enrollment for you?

7 A. No. I believe it was the same lady.

8 Q. Okay. And how did you tell her? Over the
9 phone, or what method of communication?

11:27:29 10 A. Over the phone.

11 Q. What was her response?

12 A. "Well, you're gonna have to do something."

13 Q. And what did you do after that?

14 A. Uh, I made a payment.

11:27:55 15 Q. Okay. Did you ever bring up difficulty making
16 payments again?

17 A. Yes.

18 Q. When was the next time?

19 A. The next payment.

11:28:06 20 Q. And who did you tell you had difficulty making
21 payments?

22 A. My case manager.

23 Q. Same person?

24 A. No.

11:28:18 25 Q. Who was this -- can you describe the next

1 person?

2 A. She was Latin.

3 Q. What did you tell her?

4 A. That I was going to have trouble making a
5 payment.

11:28:34

6 Q. How much were you short by?

7 A. I don't know. Maybe a couple hundred dollars.

8 Q. And what was her response?

9 A. She told me if I didn't make a payment, I was
10 gonna go to jail.

11:28:50

11 Q. Those were her exact words?

12 A. Yes.

13 Q. Did you say, "You would go to jail," or "You
14 could go to jail"?

11:29:06

15 A. I said, "You would go to jail."

16 Q. Okay. Did she say she was going to refer this
17 to the court?

18 A. Yes.

19 Q. So is it, "If you don't make these payments, I
20 am going to write you up and you would go to jail"?

11:29:23

21 A. No. Her initial statement was, "If you don't
22 make a payment, you're gonna go to jail."

23 Q. Okay. And then when did the violation report
24 issue come up?

11:29:37

25 A. She just told me that, then she went on to

1 say, "This is how it happens," so -- but she told me --
2 she put the fear in me that if I didn't pay I was gonna
3 go to jail. So that's how that went.

4 Q. Okay. So what was the process that she
11:29:53 5 explained to you?

6 A. I just explained it to you once. She said if
7 I don't make a payment, I'm gonna go to jail --

8 Q. Right.

9 A. -- so --

11:30:01 10 Q. -- and then you said she explained the
11 process, which was --

12 A. After that, she's gonna say -- she's gonna
13 recommend that I go to court. Because if you don't make
14 a payment, you're going back to court anyway. They want
11:30:16 15 to know why you didn't make a payment. If you don't make
16 a payment, you have to serve the remainder of your time.
17 So it's not a threat, it's a promise.

18 Q. So she said she would write a report and you
19 would go to court?

11:30:29 20 A. No. I never said. She said that. You said
21 that.

22 Q. No. That's why I'm making sure.

23 So what did --

24 A. Okay. What's your -- this is all recorded. I
11:30:36 25 never said it. You said that.

1 Q. No. I'm not saying --

2 A. Okay?

3 Q. Okay. I'm just trying to understand because
4 you said that she said -- I thought you said that she
11:30:46 5 said she was going to write a report?

6 A. I never said that.

7 Q. Okay. So her only thing that she said to you
8 was, "If you don't make a payment, you would be going to
9 jail"?

11:30:56 10 A. Yes.

11 Q. Okay. And she didn't give any more
12 explanation of what she was going to do?

13 A. She told me how it goes.

14 Q. Okay. So what --

11:31:07 15 A. Like, you go to court -- you go to court, and
16 if you don't make the payment, you're gonna go to jail.
17 You're gonna serve the remainder of your time. I just
18 said that twice.

19 Q. Okay. Did she say anything else to you?

11:31:26 20 A. Hmm-mm. No.

21 Q. Did she ever tell you to discuss this with
22 your attorney?

23 A. No.

24 Q. Did you feel like you could discuss this with
11:31:39 25 your attorney?

1 Anyone else at L- -- or any other times that
2 you expressed difficulty paying to anyone at LCA?

3 A. Uh, the lady I made a payment with, the
4 receptionist.

11:33:08 5 Q. And what did you say to her?

6 A. I said, "I'm having problems paying." And she
7 said, "This place is a scam," and she's gonna be looking
8 for another job soon.

9 Q. Did she threaten you?

11:33:30 10 A. No.

11 Q. Who was that?

12 A. I don't remember her name.

13 Q. Anyone else?

14 A. Uh, my last case manager. I only talked to
11:33:53 15 three people and the receptionist the whole time I was,
16 you know, dealing with them.

17 Q. Okay. So what did you say to your last case
18 manager?

19 A. That I was having problem paying, 'cause I
11:34:03 20 can't work.

21 Q. Can you describe what your last case manager
22 looked like?

23 A. She was white.

24 Q. And when did you raise this with her?

11:34:22 25 A. Whenever I talked to her.

1 Q. So how many times did you raise to her
2 approximately?

3 A. Uh, when it was time for me to check in.

4 Q. What was her response?

11:34:39 5 A. The same. Hers was a little more harsh.

6 Q. What did she say?

7 A. "You're gonna go to jail."

8 Q. Did she say anything else?

9 A. Not really.

11:35:16 10 Q. Did you -- is there anyone at LCA that you
11 claimed threatened you?

12 A. Excuse me?

13 Q. Is there anyone at LCA -- anyone else at LCA
14 that you claimed threatened you?

11:35:28 15 A. Just my case managers.

16 Q. So three different women. And you can't
17 remember any of their names?

18 A. No. I told you I burnt all the documents.

19 Q. Is that something you frequently do, burn
11:35:59 20 documents?

21 A. When -- when, um, something like that, that's
22 traumatic, you know, in your life, yes, I will get rid of
23 the memory.

24 Q. Okay. Did anyone ever physically threaten
11:36:15 25 you?

1 A. No. Verbally, yes.

2 Q. Did anyone ever use, like, any profanity
3 against you?

4 A. No.

11:36:53 5 Q. Did anyone say -- or -- so how was your -- I
6 know that they were all pretty short.

7 Did you have any problems with the person who
8 did your intake?

9 A. No.

11:37:16 10 Q. And your first case manager, other than you
11 claiming that she threatened you, did you have any other
12 problems with her?

13 A. No.

14 Q. Do you believe that she was professional?

11:37:43 15 A. Uh, no and yes.

16 Q. Okay. Can you describe -- explain?

17 A. No, because I felt she shouldn't have
18 threatened me.

19 Q. Okay.

11:37:56 20 A. And when I say "yes," I guess she was just
21 doing her job.

22 Q. Doing her job of explaining the consequences?

23 A. No. Just like, you know, explaining how
24 everything went as far as the money and everything.

11:38:20 25 That's why I'm, like -- I feel like she was doing her job

1 on that. But threatening somebody, that's something
2 different.

3 Q. Okay. So when I told you that you could be --
4 that you would have to testify truthfully because you're
11:38:45 5 under the penalty of perjury and you said that was a
6 threat, do you believe that I'm just doing my job?

7 A. Yes.

8 Q. And do you believe that it's unprofessional
9 that I'm telling you this?

11:39:07 10 A. Your delivery could make it unprofessional.

11 Q. So is my delivery professional or
12 unprofessional?

13 A. Your -- the way you put it, no.

14 Q. Okay. So I'm acting unprofessionally by
11:39:20 15 explaining to you the penalty of perjury?

16 A. No.

17 Q. Can you explain what you mean, then?

18 A. What do you mean?

19 Q. I'm asking you if you believe that when I told
11:39:35 20 you that you could go to jail for not testifying
21 honestly, was I being unprofessional?

22 A. No.

23 Q. Okay. So why do you believe that I was --

24 A. Is this a trick question?

11:39:46 25 Q. No. I'm just trying to --

1 A. I'm just like -- I just explained to you about
2 her.

3 Q. Right. But I'm trying --

4 A. But this is not -- have nothing to do with
5 you.

11:39:52

6 Q. So I'm just trying to understand what you mean
7 by professional or unprofessional.

8 A. Because she threatened me.

9 Q. Okay.

11:40:02

10 A. You read something off a piece of paper. She
11 verbally threatened me, like, I'm gonna go to jail if I
12 don't make a payment.

13 Q. So, like, it depends on the delivery? Is that
14 a factor of when you feel threatened or not?

11:40:18

15 A. I would think so. Don't you?

16 Q. So, like, her tone and things like that, that
17 provides context?

18 A. Yes.

19 Q. So what was it about her tone that you felt
20 made her unprofessional?

11:40:49

21 A. Because I was explaining to her that I was
22 having difficulty, and the conversation changed because
23 she threatened me.

24 Q. Okay. The second case manager, did you have
25 any problems with her other than when you claim that she

11:41:24

1 threatened you? Any other issues?

2 A. No.

3 Q. Did you -- did you consider her to be friendly
4 to you or mean?

11:41:46 5 A. No. She was just, I guess -- I don't know her
6 to be mean. Or -- I didn't know this lady. I didn't
7 know any of them, so ...

8 Q. Did any of them ever really express any
9 hostility towards you?

11:42:14 10 A. Just the last lady, the white lady.

11 Q. Okay. What made you believe that she
12 expressed hostility?

13 A. 'Cause she was very stern with her -- her --
14 her threat.

11:42:38 15 Q. Is there a way you think that they could have
16 explained the consequences to you without it being
17 threatening?

18 A. I mean, I think so.

19 Q. Okay. Can you think of an example of how?

11:42:57 20 A. That's not my job.

21 Q. So if they said to you, like, you know, "I'm
22 really sorry, Mr. Wilson, that these fees are hard for
23 you; you should find a way to pay it, otherwise you could
24 be going to jail," would you consider that a threat?

11:43:17 25 A. No. They didn't -- they didn't talk to me

1 like that.

2 Q. Right. So I'm not saying that that's what
3 they said. I'm just saying if they said that, would you
4 consider that a threat?

11:43:32 5 A. Uh, I guess, yeah, no.

6 Q. And even if they said, like, "I'm really sorry
7 for your situation," you know, "I'm just looking out for
8 you, but if you don't pay, you are going to jail --"

9 A. Didn't you just ask me that?

11:43:49 10 Q. No. I said "could," and I just changed it to
11 "You are going to jail."

12 Would you consider that a threat?

13 A. Yes.

14 Q. What's the difference?

11:44:24 15 A. The word "are."

16 THE VIDEOGRAPHER: Counsel, do you mind if we
17 take a quick restroom break?

18 MS. STROTTMAN: Yeah, I was actually thinking.
19 So, okay, we'll take a break right now.

11:44:31 20 THE VIDEOGRAPHER: Okay. Going off the
21 record. The time is 11:44 a.m. This marks the end of
22 Media No. 1.

23 (Recess taken.)

24 THE VIDEOGRAPHER: All right. We're back on
11:57:25 25 the record. The time is 11:57 a.m. This marks the

1 A. I mean, other people that went through the
2 program just like me, an LCA program, so ...

3 Q. Okay.

4 A. There's more than me, so ...

12:32:20 5 Q. Right. So on this paper, it says LCA has been
6 around since 1991.

7 A. Yeah.

8 Q. Do you believe that this lawsuit is being
9 brought on behalf of the clients from 1991?

12:32:28 10 A. I couldn't tell you that.

11 Q. Okay. Is it being brought on behalf of
12 everyone, regardless of whether they could afford it or
13 not?

14 A. I'm not sure.

12:32:47 15 Q. Okay. So if someone wasn't threatened, are
16 they part of this lawsuit?

17 MS. HATTON: Objection. Calls for a legal
18 conclusion.

19 THE WITNESS: I don't know how anybody was
12:33:01 20 treated, but me. So I can't answer for anybody else.

21 MS. STROTTMAN: Q. Okay. So do you think
22 whether someone should be part of this lawsuit should be
23 based on their individual circumstances?

24 A. If they got extorted, yes.

12:33:15 25 Q. So it depends on whether or not they got

1 documents before today's deposition?

2 A. Uh, not really, no.

3 Q. Okay.

4 A. Not really.

13:53:05 5 Q. Do you believe you have an obligation to
6 supervise your attorneys in this case?

7 A. No.

8 Q. Why is that?

9 A. Because I'm not a lawyer.

13:53:20 10 Q. Do you believe that you have a role in
11 directing this case at all?

12 A. Um, I can only tell what I went through --

13 THE REPORTER: I'm sorry what was the last
14 thing you said? I just didn't hear you, the last thing
13:53:42 15 you said.

16 THE WITNESS: The role. Like, the rollout.

17 MS. STROTTMAN: Q. Have you been promised
18 anything for participating in this case?

19 A. No.

13:54:08 20 Q. Overall, how much time do you think you've
21 spent working on this case?

22 A. Hmm, I'm not sure.

23 Q. Can you estimate?

24 A. Hmm, I don't know. I'm not sure.

13:54:32 25 Q. Okay. Do you know if you'll have any

1 responsibilities in this case beyond today?

2 A. Uh, I'm not sure either.

3 Q. So do you -- can you estimate how much more
4 time you think you'll spend on this case?

13:54:49 5 A. Uh, no. I don't know.

6 Q. Do you ever ask for your attorney -- I'm not
7 asking for what the substance is, but do you ever ask
8 your attorneys for updates in this case?

9 A. Hmm, sure. Like, "How is everything going?"

13:55:29 10 Q. If you found out another plaintiff in this
11 case was lying about what happened, what would you do?

12 A. I don't know. Nothing.

13 Q. Why is that?

14 A. 'Cause I don't know anybody in this case.

13:56:00 15 MS. STROTTMAN: I'm going to mark as
16 Exhibit -- what are we at?

17 THE REPORTER: 8.

18 MS. STROTTMAN: -- 8.

19 (Defendants' Exhibit 8

13:56:17 20 marked for identification.)

21 MS. STROTTMAN: Q. Have you seen this
22 document before?

23 A. No.

24 Q. Do you have anyone that you believe is a
13:56:49 25 witness to what happened to you?

1 Q. Okay. Several times you have responded about
2 how you would conduct yourself in this case by saying you
3 trust your attorney.

14:02:42

4 I know it's awkward to answer that question
5 because I am one of your attorneys, but why do you feel
6 that way?

7 A. Because you should have my best interests.

8 Q. I should.

9 Do you feel that I do?

14:02:58

10 A. Yes.

11 Q. Do you get that feeling from personal
12 experiences with me?

13 A. The times I met and talked to you, yes.

14 Q. Okay. When I have met with you, have I
15 explained why we were meeting?

14:03:18

16 A. Yes.

17 Q. Have I explained what was going on in the
18 lawsuit?

19 A. Yes.

14:03:38

20 Q. Do you recall meeting with me for a couple --
21 and perhaps longer, maybe several hours to respond to
22 questions from LCA?

23 A. Yes.

24 Q. Do you recall searching for documents at that
25 time?

14:03:52

1 A. Yes.

2 Q. Okay. I want to go into some of the testimony
3 that you gave about your interactions with LCA.

4 A. Mm-hmm.

14:04:26

5 Q. You were asked if you had any problems with
6 your case manager, which is a bit of a vague question.

7 Do you consider telling your case manager
8 multiple times that you can't afford your fees and them
9 doing nothing to be a problem?

14:04:41

10 MS. STROTTMAN: Objection. Leading.

11 THE WITNESS: Yes.

12 MS. HATTON: Q. Were you ever told that your
13 fee could be reduced?

14 A. No.

14:05:00

15 I wasn't aware that was something could
16 happen.

17 Q. Did anyone from LCA ever tell you that you
18 could take a fee dispute with them to the court to have a
19 judge resolve it?

14:05:13

20 A. No.

21 Q. Do you feel that you had a fee dispute with
22 LCA?

23 A. Yes.

24 Q. We talked about what constitutes a threat --

14:05:34

25 A. (Witness burping.) Oh, excuse me.

Exhibit 8

Excerpts of Deposition of Robert Jackson
taken on March 18, 2019

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WILLIAM EDWARDS, ROBERT)
JACKSON, JAMES BROOKS, and)
KYSER WILSON on behalf of)
themselves and others)
similarly situated,)

Plaintiff,)

vs.)

LEADERS IN COMMUNITY)
ALTERNATIVES, INC., et al,)

Defendants.)
_____)

Case No. 3:18-cv-04609-WHA

Pages 1-127

VIDEOTAPED DEPOSITION OF ROBERT JACKSON

TAKEN ON
MONDAY, MARCH 18, 2019

JO DILLINGHAM BREWER, CSR NO. 9707

1 agreed. At first, I didn't know.

2 Q. Okay. But did you feel pressured in any way
3 to agree to this?

4 A. Of course, I felt pressured.

11:00 5 Q. Why did you feel pressured?

6 A. Figured if I didn't find nobody with a credit
7 card, then I was gonna have to go back to jail.

8 Q. Okay. But you figured that. She didn't say
9 that to you; is that correct?

11:01 10 A. No. She said that to me.

11 Q. That day?

12 A. Yeah.

13 Q. What did she exactly say to you?

14 A. She said that I needed 500 -- I think it was
11:01 15 like 500 and some odd dollars. And when I told her that
16 I couldn't come up with it, she told me that I needed to
17 find somebody -- I had to find -- I had to ask about
18 three people for a credit card, um, to -- like, a prepaid
19 card to give them the money, so they can assign me for
11:01 20 the LCA program. And that was kind of, um, hectic to me
21 because I didn't know anyone with a card. So I had to go
22 to an ex-girlfriend and ask her. And she kind of didn't
23 want to do it, but she came and did it anyway.

24 Q. Okay. Is it that you had the money, but you
11:01 25 just didn't have it on a credit card?

1 Q. Why not?

2 A. Because I was under the impression that if I
3 didn't pay, then I was going back to the jail. And if
4 the judge knew that I couldn't pay the fees, then he
11:03 5 would probably send me to jail at that moment.

6 Q. If Belinda didn't tell you that you would be
7 going to jail, do you still think that you would have
8 thought that?

9 A. Hmm, what do you mean?

11:03 10 Q. Sorry.

11 Even if Belinda didn't tell you that you would
12 be going to jail if you didn't pay, would you believe
13 that if you didn't pay, you would still be going to jail?

14 A. No. Because it probably would be some
11:03 15 alternatives, like if you can't pay, then maybe you
16 can -- I don't know -- work it off. I don't know. I
17 didn't really think about it at the time till she started
18 telling me.

19 Q. So was there anything else discussed at this
11:04 20 court hearing?

21 A. No.

22 Q. Okay. Did the court tell you that if you
23 didn't pay your fees, that you would go to jail?

24 A. No. They just said that I was on -- just
11:04 25 "complete the program" and gave me another court date to

1 helping me at times when I needed help. I borrowed money
2 from them. My dad -- my step dad, I mean. I borrowed
3 from him at times.

4 Q. Anyone else?

11:16 5 A. I'm sorry.

6 No. That's it.

7 Q. Did they give you any advice of what to do?

8 A. No. Just pay their money back.

9 Q. Did you ever go seek legal advice about this?

11:16 10 A. No.

11 Q. Why not?

12 A. 'Cause I figured it was an obligation. I had
13 to do it or go back to jail. So the only thing I did was
14 just try to seek the money out for my payment.

11:17 15 Q. Why did you believe it was your obligation?

16 A. 'Cause if I didn't do it, then I was going
17 back to jail. They made that blatantly clear numerous
18 occasions.

19 Q. Okay. When did they make this blatantly
11:17 20 clear?

21 A. They would call me -- my case manager would
22 call me and tell me, "Well, you know you owe -- you have
23 to pay this much by this time." And then when I would
24 try to ask her, "Can I get an extension," she will tell
11:17 25 me that she'll call me back, and then she'll call me back

1 and be like, "Well, you can't get an extension. You have
2 to be down here by this time and pay this much -- this
3 amount of money."

4 Q. And you allege that she mentioned jail?

11:17 5 A. Yes.

6 Q. Okay. What were her exact words?

7 A. "Or you're going back to jail."

8 Q. "Pay" --

9 A. Or -- no, "I would have to do my paperwork."

11:18 10 That was her -- that was her exact words.

11 Q. "Pay this much or do paperwork"?

12 A. Yes. "Or I have to do my paperwork."

13 And everyone knows what that means.

14 "Paperwork" mean it's going to the judge.

11:18 15 Or sometimes she'll be like, "There's nothing
16 I can do, unless you come down here and pay this much by
17 this time." There'll be a time limit.

18 Q. Okay. So "Pay this much, or I have to do my
19 paperwork" were her words?

11:18 20 A. Yes.

21 Q. Okay. Did she say anything else to you?

22 A. Um, no.

23 Q. Did she ever specifically reference jail to
24 you when --

11:19 25 A. Yeah. Plenty -- um, yeah, but -- I mean, you

1 already know off the top, like, if you don't pay the
2 money, you're going to jail. It's not like they put you
3 on a payment plan and let you pay 50 bucks here, 25 bucks
4 there. It's pay it all or -- or else.

11:19 5 Q. That's how you felt?

6 A. Yes.

7 Q. Do you know if anyone else asked for payment
8 plans?

9 A. No.

11:19 10 Q. Do you know anyone who got sent to jail
11 because they didn't pay?

12 A. Yes.

13 Q. Who?

14 A. I know a few people.

11:20 15 Q. Who -- what are their names?

16 A. Um, I can't give you names right now. But I
17 know a few people who didn't have the money to pay their
18 own monitoring and was referred back to Santa Rita Jail.

19 Q. How do you know these people?

11:20 20 A. Grew up with them.

21 Q. How many people?

22 A. Throughout the years? Really?

23 A lot.

24 Q. Okay. So you know they were specifically on
11:20 25 ankle -- electronic monitoring?

1 A. Yes.

2 Q. Okay.

3 A. Um -- um, I don't really know exactly how
4 many, but I know a few people who have been filing
11:21 5 probation for ankle monitor, just regular, um, LCA
6 programs. Parole.

7 Q. So how many times do you feel like you were
8 threatened by your case manager?

9 A. Uh, it had to be a few. I remember one -- the
11:21 10 last time she -- the last contact with her, she
11 threatened me.

12 Q. What did she say?

13 A. She told me if I didn't bring her \$800 by the
14 end of the day, then I was going -- um, unsuccessfully
11:21 15 complete my monitor, which means it would be another four
16 months in Santa Rita County Jail.

17 Q. So her words -- so what exactly did she say to
18 you?

19 A. That's exactly -- I never forget this. She
11:22 20 said, "If you don't bring us \$800 by the end of the day,
21 then you unsuccessfully complete your ankle monitor."

22 Q. But she didn't specifically say, "And you'll
23 have another four months in Santa Rita Jail"?

24 A. Well, I already knew what that was, 'cause she
11:22 25 had already been telling me that for four months. My

1 time would start over if I unsuccessfully complete the
2 ankle monitor, so regardless how long that I did it, in
3 the program, if I go back to jail, then it was voided.

11:22 4 Q. Okay. So she was, basically, explaining to
5 you what would happen if you didn't pay; is that correct?

6 A. Yes.

7 Q. Did anyone else -- are you claiming that
8 anyone else threatened you?

9 A. No.

11:23 10 Q. Just your case manager?

11 A. Yes.

12 Q. How is your relationship with your case
13 manager?

14 A. We don't have one.

11:23 15 Q. Did you believe that she was mean, or did you
16 find her friendly or --

17 A. She was cool. She wasn't mean. She wasn't
18 like a witch.

19 Q. Were you afraid of her?

11:23 20 A. No. I was afraid of what she could do.

21 Q. Did you consider it threatening because of how
22 she said it to you?

23 A. No.

24 Q. Why do you consider it threatening?

11:24 25 A. Because of what she said.

1 with LCA to the court?

2 A. No.

3 Had I went and made a complaint to the court
4 and went back to the judge and said that I couldn't pay
11:29 5 for the program, then he would have locked me up, too.

6 Q. Why do you think that?

7 A. Because that's the -- the program. If you
8 don't pay, you go to jail. If you can't afford it, then
9 you could do free time in jail.

11:29 10 Q. You didn't think you could discuss with him
11 alternatives? You didn't think you could discuss with
12 the judge alternatives?

13 A. Well, at the time I didn't know about the
14 alternatives. Like, the shared work release program, I
11:29 15 didn't know about that, or -- I tried to get a payment
16 plan. And she asked her supervisor, and they denied me,
17 so I figured I have to pay it.

18 Q. So while you were on electronic monitoring,
19 did you have court appearances?

11:30 20 A. No.

21 Q. So your -- these alleged threats, they were
22 all from your case manager, but you can't remember her
23 specific name?

24 MS. HATTON: Objection. Asked and answered.

11:30 25 MS. STROTTMAN: Just making sure.

1 Q. And you said every several times, but can you
2 estimate how many threats you believe she made?

3 A. Um, whenever I would get behind. I would get
4 behind a lot. Instead of paying weekly, I think I was
11:31 5 paying probably like every three weeks, or biweekly, or
6 something like that.

7 Q. How long were you on the program in total?

8 A. Uh, I believe four months.

9 Q. So what injuries do you allege that you
11:31 10 suffered as a result of these threats?

11 MS. HATTON: Objection. Calls for a legal
12 conclusion.

13 MS. STROTTMAN: Q. You can still answer.

14 A. Injuries? What do you mean "injuries"?

11:31 15 Q. How do you feel injured by LCA?

16 A. As far as losing my house and my car.
17 Emotionally. Being homeless for 90 days. Not having my
18 kids for three months.

19 Q. And are you seeking financial compensation for
11:32 20 all of this?

21 A. Yes.

22 Q. So it's not just -- I'm assuming you want the
23 money that you paid back?

24 A. Yes.

11:32 25 Q. Okay. But on top of that, you feel that you

1 didn't leave on bad terms.

2 Q. Okay.

3 A. I never thought about calling her, though. I
4 don't even think I remember her number.

11:51 5 Q. Okay.

6 A. Yes, I do.

7 Q. What was that?

8 A. I remember her number.

9 Q. Okay. So in paragraph 9, it says, "Belinda
11:51 10 told me I would have to pay \$250 per week for the
11 monitoring device."

12 Is that an actual number, or is that an
13 estimate?

14 A. That sounds about right.

11:51 15 Q. As the actual number that you were --

16 A. Yes.

17 Q. -- charged? Okay.

18 Well, why do you believe that \$250 sounds
19 right?

11:51 20 A. Because I was -- like I said before, I was
21 paying -- I was always in arrear. And when I would get
22 in arrear, it would be 5-, 600 bucks. So it would go for
23 like two weeks to be like 500 bucks; or three weeks, it
24 would be 600-and-something dollars. So I didn't really
11:52 25 know exactly how much I was paying weekly, but I wasn't

1 paying on time every week. And that's when LCA started
2 kicking in the threats. But I figured, like, I had a
3 little window period, so once they started threatening
4 me, then I was going to pay it.

11:52

5 Q. And that threat was?

6 A. "Pay me or go to jail."

7 Q. Those were their exact words?

8 A. Yes.

11:52

9 Q. How many times do you think they specifically
10 used the word "jail"?

11 A. Uh -- um, I don't know exactly. I just know
12 it was a lot because I was always late. I never -- I
13 really never paid on time because, um, with my bills and
14 plus I was paying for an attorney for, um, another case
11:53 15 that I had caught, so I was kind of pressed for money
16 anyway. So I know I wasn't paying every -- every week on
17 time.

18 Q. But sometimes they would say things like --

11:53

19 A. "You know you owe. You know you're behind.
20 You know you're in arrear." They would say things like
21 that. And I would be like, "Okay, well, I'll be down."
22 And they'd be like, "Well, if you don't come down by
23 Wednesday, then they'll start" -- that's when the threats
24 would come.

11:53

25 Q. Okay.

1 Q. And sometimes it would just be, "Pay up or I
2 have to do my job"?

3 A. Yes. And you know what the paperwork and your
4 job consist of? Going back to jail. And nobody wants to
11:55 5 go to jail. So if I can come up with the money, I'd
6 rather just pay the money to avoid jail.

7 Q. Have you ever had fines imposed on you before
8 this case for any of your court proceedings?

9 A. Yes.

11:55 10 Q. Did you understand -- did you understand what
11 would happen to you if you didn't pay those court fines?

12 A. Collections.

13 Q. You understood there would be consequences,
14 right, though?

11:55 15 A. Yes.

16 Q. Okay. How sure are you that you paid \$250 per
17 week?

18 A. Not a hundred percent.

19 MS. STROTTMAN: I'm going to mark this as
11:57 20 Exhibit 5.

21 (Defendants' Exhibit 5
22 marked for identification.)

23 MS. STROTTMAN: Q. Does this look familiar to
24 you?

11:57 25 A. No.

1 A. Uh, well, she was all right.

2 Q. Do you think that she was trying to send you
3 to jail?

4 A. If I didn't pay her, yeah.

13:12 5 Q. But do you think she was, like, out to get
6 you?

7 A. No.

8 Q. She was just warning you of the consequences
9 of what would happen if you didn't pay?

13:12 10 A. Yes.

11 Q. And do you think that was to prevent from you
12 not going to jail?

13 A. I couldn't say that. It was just to encourage
14 me to pay the money. I'm pretty sure if I couldn't come
13:13 15 up with the money, she could probably prevent me from not
16 going to jail if she tried.

17 Q. Why do you think that?

18 A. The relationship that she probably have with
19 her supervisor --

13:13 20 Q. Okay.

21 A. -- as working there for -- I mean, everyday
22 relationship with people.

23 Q. Do you think that she would do that for you?

24 MS. HATTON: Objection.

13:13 25 THE WITNESS: No.

1 Q. -- when she called to follow up on your fee?

2 A. (Nodding head.)

3 Q. And do you believe you were threatened at the
4 enrollment process?

13:48 5 A. No. What she did at the enrollment process
6 was just letting me know the expectations.

7 Q. Okay. So that person was just letting you
8 know expectations?

9 A. Yes.

13:48 10 Q. And you consider the threats to be what Kenya
11 said when --

12 A. Yeah. "We're expecting you to pay us weekly,
13 but now it's biweekly, so you need to pay us or else."

14 Q. "Or else"? Those were her words?

13:48 15 A. No. Those weren't her words.

16 Q. What were her words?

17 A. Her words was, uh, "Pay us or go to jail."

18 Um, and I know she wouldn't use that every single time

19 she would call, but I got the picture. And I don't want

13:48 20 to go to jail.

21 Q. Was it, "Call" -- "Pay us or you could go to
22 jail"?

23 A. No. "Would."

24 Q. "You will go to jail"?

13:49 25 A. Yeah.

1 Q. Did you --

2 A. No. They never gave me, uh -- I was never
3 under the impression that it was, uh, alternatives. Yes,
4 I tried to get a fee reduction. I did. And that was
13:49 5 denied. So I never knew -- I still don't know to this
6 day if there is any alternatives, like probably working
7 in the park or picking up trash or anything if you can't
8 pay. I don't know. But no one ever told me that at all.

9 Q. Do you understand that if you didn't pay, LCA
13:49 10 would just be writing a report to the court?

11 A. Yes.

12 Q. Okay. Did you understand that it would be a
13 judge who's ultimately making the decision of whether you
14 go back to jail or not?

13:49 15 A. Yes.

16 Q. Okay.

17 MS. STROTTMAN: So that's all the questions I
18 have. So I'll let you know that, as we discussed at the
19 beginning of this deposition, everything that's being
13:50 20 said here is being transcribed into a booklet, and then
21 you'll have an opportunity to review that booklet.

22 THE WITNESS: Like this (indicating).

23 MS. STROTTMAN: Yeah. It will probably be
24 like that thick.

13:50 25 And then your counsel will provide you a copy.

1 you; correct?

2 A. Correct.

3 Q. Did you create this document?

4 A. No, ma'am.

13:52 5 Q. So is it your testimony, as you sit here today
6 under penalty of perjury, that this accounting has
7 inaccuracies?

8 A. Yes.

13:52 9 Q. You earlier testified that you didn't think to
10 ask for any alternatives from the court to paying your
11 full amount to LCA.

12 Did anyone from LCA ever tell you that you
13 could go to the court to ask for a fee reduction?

14 A. No. No, ma'am.

13:52 15 Q. Did anyone from LCA ever tell you that you had
16 any legal protections with respect to being unable to pay
17 your fees?

18 A. No.

13:53 19 Q. Did anyone from LCA ever tell you that you
20 could have a judge reassess your fee?

21 A. No.

13:53 22 Q. You also testified earlier that you didn't
23 feel like you could speak to an attorney about your LCA
24 fees and also that an attorney never addressed the
25 problems with LCA to the court.

1 Did you have an attorney representing you
2 while you were on LCA monitoring for issues regarding
3 LCA?

4 A. No.

13:53 5 Q. And did you personally know any attorneys,
6 friends, family, or anyone that you could turn to for
7 help?

8 A. No.

9 Q. You testified that your case manager at one
13:53 10 point said to pay or she would have to do paperwork; is
11 that correct?

12 A. Yes.

13 Q. Had she previously told you what paperwork
14 that would be?

13:54 15 A. Yes.

16 Q. And what was that?

17 A. A violation report of my not being in
18 compliance with the LCA program.

19 Q. Okay. And what did you understand that to
13:54 20 mean?

21 A. That if I got a violation report, then -- then
22 I have to go back to jail.

23 Q. So when your case manager told you she would
24 have to do paperwork, did that scare you?

13:54 25 A. Yes.

Exhibit 9

Declaration of Carol Ridgell

DECLARATION OF CAROL RIDGELL

I, Carol Ridgell, state and declare as follows:

1. My name is Carol Ridgell, and I am 57 years old, born on August 27, 1961
2. I worked for Leaders in Community Alternatives (“LCA”) for three-and-a-half years from 2015-2018. Before LCA, I worked with the Public Defender’s Office for 31 years.
3. I began working at LCA’s main office in Oakland on May 28, 2015. I worked as an Intake Coordinator (Oakland and Haywood), which meant I spent time at the court to inform the judges about LCA. I knew many judges from my years at the Public Defender’s Office
4. Being on GPS surveillance is strict. I tried to work with the case managers to get them to understand their client’s predicaments so that they could be more compassionate. For instance, the traffic in the San Francisco area is terrible, so if someone returned home a few minutes late, it wasn’t their fault. I asked case managers not to write people up for that, but they wouldn’t listen.
5. My desk at LCA was in the same area as the case managers so that I could hear their conversations. Some had the attitude that “you did the crime, you do the time.” It seemed that they were always looking for ways to be dismissive, uncompassionate, and treat clients without decency or respect — not treating clients as people. In particular, if someone was behind on their payments, the case manager would tell the person he or she was going to jail. They also told them that LCA would drop them from the program if they didn’t pay, which was essentially the same message. Anyone who didn’t pay in time got written up.
6. LCA had a set price list for what people were supposed to pay. A SCRAM device to detect alcohol was \$13.50 per day but GPS tracking was \$25.50 per day. A drug test cost \$25.

People had to pay \$525 to be on GPS and \$150 for installation, regardless of income. Although people were supposed to be charged based on their income, these fees were standard.

7. LCA didn't really train its staff, who were mainly young people in their first jobs. They were there as just a job, not to help people turn their lives around. LCA did not pay well, so that there was a lot of turnover.

8. Case managers rarely showed any compassion but just told program participants to make arrangements to pay on time or they would be taken off the program and go back to jail. Sometimes they said that they would "send a letter to the court," but everyone understood that meant the participant would end up in jail if he or she did not pay. The threat of sending a letter was really a threat of jail, and it felt that way, too.

9. After my job was eliminated, I was transferred to the San Rafael office where I began working on February 14, 2018. I worked with one other colleague to supervise 90 people. We were essentially left on our own. LCA provided no meaningful training, so we had to learn from our mistakes.

10. I left LCA on July 6, 2018, because I was not comfortable working there because of how LCA treated people. I wanted to help people get through electronic incarceration and rebuild their lives, but LCA was did not agree with my goal. When I tried to speak up for the people on LCA's program, no one listened, instead suggesting that I resign if I was unhappy with the way things were done.

I declare under penalty of perjury that the statements above are true and correct. Executed on this 14th day of March, 2019.



Carol Ridgell

Exhibit 10

Excerpts of Deposition of William Basler
taken on February 28, 2019

*William Edwards, et al Vs.
Leaders in Community Alternatives*

*William Basler
February 28, 2019*

*Professional Reporting Services, Inc.
1600 So. Main Street, Suite 125
Walnut Creek, Ca 94596
Court Reporters & Conference Rooms
(925) 932-5200*

Original File Basler - William.txt

Min-U-Script® with Word Index

William Basler

1 that we could recommended to a client. We have
2 recommended to clients in the past. A lot of time that
3 doesn't necessarily happen with daily rates, but if a
4 client needs to get onto a program, they need to have a
5 credit card or a deposit, a refundable deposit. That's
6 somewhere we might ask them like if they don't have a
7 card, they may ask -- you know, have someone else
8 guarantee the equipment for them.

9 Q. Okay.

10 A. Yeah.

11 Q. In terms of trying get a payment from a
12 client, have you ever informed them of the consequences
13 of nonpayment?

14 A. Yes.

15 Q. Okay. And what consequences have you informed
16 them of?

17 A. That it could potentially result in their
18 removal from a program, an incident report and a removal
19 from the program.

20 Q. Have you ever heard other case managers give
21 the same consequences to their clients?

22 A. Yes.

23 Q. Have you ever told a client that going back to
24 jail could possibly result from having this violation
25 report filed or being removed from the program?

William Basler

1 A. Yes.

2 Q. Have you heard other case managers tell
3 clients that they could possibly go to jail if they are
4 removed from the program?

5 A. Yes.

6 Q. All right. Just give me a moment to review my
7 notes. I think we are probably done here.

8 A. Okay.

9 Q. But just let me double-check.

10 All right. I don't have any more questions.

11

12 EXAMINATION

13 MS. STROTTMAN: Q. I just have a few
14 follow-up questions.

15 A. What's up?

16 Q. It's going to still be the formal process --

17 A. Yes.

18 Q. -- where we're on the record, but just me
19 asking questions.

20 When you've told people that jail may be a
21 possibility, are you intending that personally to be a
22 threat against anyone?

23 A. Normally it would be a response to their
24 question, so I would start off by saying we are removing
25 them from the program, and I've -- obviously, the

Exhibit 11

Declaration of David Garrison

DECLARATION OF David G. Garrison

1. I am over 18 years of age and I am a resident of Livermore, California.
2. I was put on an LCA monitor for approximately 425 days in 2012-14. I was managed by the San Francisco office(s). I paid approximately _____ during the time I was on LCA.
3. I participated in the enrollment and intake processes, ~~and LCA collected documents from me and~~ assigned me a fee. LCA kept track of how much I owed and communicated those amounts to me.
4. I could not afford the fees LCA charged, but I felt coerced to pay and/or that I had no choice but to pay LCA because of the consequences of nonpayment that LCA told me about.
5. While on LCA electronic monitoring, I:
 - Had payment(s) that were late or delinquent, and LCA harassed me about my late payment(s).
 - Had payment(s) that were late or delinquent, and LCA staff harassed me or coerced me to pay.
 - Had a "five days to pay" letter or warning issued against me.
 - Had a violation report filed with the court because of failure to pay or late payment.
6. I was told that:
 - I should borrow from friends or family since I was not able to personally afford my fees.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to criminal court and could get in trouble.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to court, and going to jail could result from court.
 - That I would be incarcerated if I was late on payments or did not make full payments.
 - That I would or could go to jail if I was late on payments or did not make full payments.
 - That I would be remanded into custody if I was late on payments or did not make full payments.
 - That jail/incarceration was a possible consequence if I was late on payments or did not make full payments.

7. Other comments: It was made clear that if I did not cooperate with LCA and make my payments on time, I would be referred over to probation and sent to jail. I was told that I could ~~be~~ get money from family or friends to make ~~my~~ payments. The stress of not knowing if I was going to be able to get enough money to make all the payments, was extremely hard on my wife and children. My wife is still in therapy in part because of the fear of me being violated. I did beg and was able to make payments by borrowing from family members, and now I am deep in debt.

8. I cannot afford to retain my own attorney to litigate a RICO case or any other civil case against LCA.
9. By signing this document I agree to be a potential witness in this case and I understand that my name may be included on public case documents.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my recollection and knowledge. Signed this 1 day of March, 2019.



Signature

David G. Garrison

Name (printed)

Exhibit 12

Declaration of Yvette Barrera

DECLARATION OF YVETTE BARRERA

1. I am over 18 years of age and a resident of Union City, California.
2. I worked as a case manager for LCA in the Oakland office from January 2017 to July 2018.
3. I worked with many clients who were unable to make their payments, and many had just come from jail and had no way to pay hundreds of dollars every week to LCA. Still, we were forced to get money from clients by any means necessary.
4. Working for LCA was very difficult for me because I understood my clients were in a very hard position, but I also understood it was my duty to collect as much money from them as possible. To LCA, money was the main priority and I was under extreme pressure from management and supervisors to get money from clients.
5. I felt uncomfortable filing violation reports for clients that I knew were in a very hard situation and could not afford their fees, but I understood management expected me to do so.
6. I never received formal training from LCA and I was not taught to help clients or reduce their payments; instead I was told to just keep pushing for the full payment, and to terminate people from the program if they didn't pay.
7. Because money was management's priority and case managers were under so much pressure to collect, it was an every day thing to hear case managers tell people they would go to jail if they did not pay. We were scaring those people to make them pay.
8. It came directly from management that we should threaten people with jail and violation reports to get them to pay, even when we knew they couldn't afford it.
9. LCA forced case managers to get money from clients, and the employment environment was difficult in other ways. I often did not receive the support I needed from supervisors — for instance, they would demand that I agree to last-minute changes to my schedule or work location, and would not accommodate my child care needs when they did this to me. I was put in very difficult situations by LCA and then was written up for needing to find child care, even when they changed my schedule and I managed to do exactly what they asked me to.
10. Working at LCA was an extremely stressful and unforgiving environment focused on money. Our standard way of operating was to scare people into making payments and threaten them if they wouldn't. I wanted to help my clients who were struggling so much, but the company's way of operating made it difficult or impossible to do so.

I understand that I am a potential witness in this case, and I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge. Signed this 4 day of March, 2019.



Yvette Barrera

Exhibit 13

Alameda County-LCA Contract, Exhibit
A, “Scope of Services”

Agenda July 30, 2013



ALAMEDA COUNTY PROBATION DEPARTMENT

LADONNA HARRIS
Chief Probation Officer

July 23, 2013

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE AND AUTHORIZE A PROGRAM OF HOME DETENTION AND AN AGREEMENT WITH LEADERS IN COMMUNITY ALTERNATIVES, INC. (LCA) FOR THE PROVISION OF HOME DETENTION SERVICES FOR DEFENDANTS SUBJECT TO PRE-TRIAL RELEASE BY THE SUPERIOR COURT

RECOMMENDATIONS:

It is recommended that your Board:

1. Approve and authorize a program of home detention pursuant to Section 1203.016 of the California Penal Code.
2. Approve and authorize the Chief Probation Officer to execute a Standard Services Agreement with Leaders in Community Alternatives, Inc. (**Principal:** Linda Connelly; **Location:** San Francisco, CA) for home detention of defendants granted pre-trial release by the Superior Court of Alameda County, subject to review and approval as to form by County Counsel.
3. Waive the County competitive bid and Small Local Emerging Business (SLEB) requirements.

SUMMARY AND DISCUSSION:

In compliance with Penal Code Section 1203.016, it is requested that your Board establish, through the Probation Department, a home detention program available to the Alameda County Superior Court (Court) for defendants who may voluntarily participate or be involuntarily placed in the program in lieu of confinement in a correctional facility. As allowed by statute, all fees associated with the program will be borne by program participants. The provider, LCA, will

Board of Supervisors
July 23, 2013
Page 2

accept and collect payments from defendants on a sliding scale with consideration of each defendant's ability to pay.

The Probation Department will coordinate with LCA, which will provide supervision to individuals who have been granted pre-trial release to home detention by the Alameda County Superior Court. LCA will generate and provide to the Court regular client participation reports in addition to alerts regarding non-compliance events.

Home detention services are currently provided by LCA to the Court under direct agreement. However, statute requires that home detention services offered in the County be approved by the County Board of Supervisors and offered through a correctional administrator, including the Sheriff or Chief Probation Officer. The statute further authorizes the correctional administrator to contract with either a private or public provider of home detention services.

Recently, after a competitive bid process, the County approved an agreement with Satellite Tracking of People (STOP) for direct electronic monitoring services to the Alameda County Probation Department (Probation) as an alternative to custody for wards of the Juvenile Court. This contract differs from that proposed for LCA in that LCA will be providing services directly to the Court for adult offenders being released in a pre-trial capacity and without the supervision of Probation.

The attached personal services agreement has been approved as to form by County Counsel and for compliance with insurance requirements by Risk Management.

SELECTION CRITERIA:

LCA is the current provider of this service to the Superior Court. Due to the nature and urgency of the agreement, a waiver of the competitive bid and SLEB program requirements is being requested of your Board.

FINANCING:

There is NO increase in NET COUNTY COST. The vendor, LCA will be responsible for all costs associated with the program and will directly bill and collect from individual clients for home detention services.

Very truly yours,



LaDonna Harris
Chief Probation Officer

LH:br:ss

cc: County Administrator
County Counsel
Auditor-Controller
Administrative/Financial Services, Probation

EXHIBIT A

SCOPE OF SERVICES

ALAMEDA COUNTY PROBATION ELECTRONIC MONITORING PROGRAM

Alameda County Probation is formalizing a countywide alternative confinement program for electronic monitoring utilizing the services of Leaders in Community Alternatives, Inc. (LCA). In accordance with California Penal Code Section 1203.016, this agreement outlines the process for the Alameda County Superior Court and the Probation Department to utilize the services of LCA for the same offender population that the Superior Court has been placing on LCA's program for the last 20 plus years.

LCA will provide an electronic monitoring program, utilizing the technology listed below, to participants referred to LCA by the Court or Probation Department. LCA will provide 24-hour monitoring of the equipment, installations and removal of equipment, case management, and collection of participant fees. LCA will immediately report all non-compliance events and failures to enroll according to protocol requested by the. LCA will provide staff and at all times the most up-to-date and reliable equipment to help ensure program quality.

The program will be participant funded. LCA will adjust participant fees based on ability to pay. The Probation Department and the County will have no financial responsibility for the program.

EQUIPMENT

LCA will utilize the following monitoring program equipments:

- Global Positioning (GPS)
- Electronic Monitoring (EM)
- Continuous Alcohol Monitoring (CAM) plus optional Home Detention (SCRAMx)

OPERATION

LCA will ensure compliance with program guidelines as developed with the Probation Department and the Courts. LCA's services will include:

- Program enrollment and orientation.
- 24 hour monitoring.
- Notification of failures to enroll on the program.
- Reporting and notification of enrollment, noncompliance events, and release.
- Assessment and collection of program fees.

GPS, EM, And SCRAMx participants will also receive:

- Monthly, unannounced on-site visits.
- Monthly office meetings.
- Random drug tests.
- Verification of community activities.

LCA will initially utilize its San Francisco and San Jose offices for servicing Alameda offenders, and will secure office space in Alameda County after execution of this agreement but no later than August 30th, 2013. Offenders may utilize the LCA office most convenient to them.

The County will be responsible for the following items:

- Resolution of program non-compliance issues and violations for clients under Formal Probation.

EXHIBIT B

BILLING

The Electronic Monitoring Program will be completely participant-funded and neither the Probation Department nor the County will have any financial responsibility for this Program. LCA will be responsible for billing and collection of all fees from the participants.

LCA will generate a monthly participant report for the Probation Department by the tenth of the following month. The participant report will list each participant in the program, along with enrollment and release dates.

Program participants will pay program fees directly to LCA. Participant fees may include, but are not limited to, initial enrollment, installation, equipment monitoring, and equipment replacement (in the event equipment loss or damage). The Probation Department, at its sole discretion, may assist LCA with its collection efforts for lost or stolen equipment, and when participants willfully refuse to pay the agreed upon fee. However, the Probation Department assumes no liability for non-payment by participants or for lost or stolen equipment. LCA will not issue a final completion report for a participant until all agreed upon fees are paid and equipment returned.

Fees charged to the participant will vary based on ability to pay. Participant fees will be established in a consistent and fair manner at all times. Participants will assume full responsibility for proving their financial status to LCA. An appeal process is available for participants that do not agree with their fee assessment(fee scheduled attached hereto).

LCA will work with participants who encounter economic hardship, but participants who refuse to pay for their program, or are at least five days delinquent, may be removed from the program. No participants will be removed from the program without prior notice being sent to and confirmed received by the Courts.

Exhibit 14

“Jackson Fee Documents” from LCA
Client File of Robert Jackson



JACKSON, Robert

Name

154272 & 609803

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LCA # 838752



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Client

Last Name **Jackson**
 FNameMI **Robert**
 DOB [REDACTED] Next Court Date **6/29/2017**
 Inactive **Completed**
 Status **Status Reason** BL Status
 Start Date **3/9/2017** End Date **06/26/2017**
 Days on **109** Priority Notification Yes No
 Notification Method e-mail FAX Phone

Program

LCA Case Manager **Kenya Kyle**
 Program **SCRAMx**
 Servicing Location **Oakland**
 Referring Agency **Alameda County**
 Requirements
 Stay Away Orders Yes No HP Yes

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Date	Employer/Approved Activities	Address	Notes
3/15/2017	Volt Temporary Agency		Jobsite- 7500 Edge Water Oakland, CA

Date **3/15/2017** Start Date
 Employer/ Approved **Volt Temporary Agency** End Date
 Address End Reason
 City
 State Zip Activity/Job Title **Machine Operator**
 Contact Person Pay **\$12.68** Hourly Monthly
 Weekly Annually
 Contact Phone
 Contact FAX Notes: **Jobsite- 7500 Edge Water Oakland, CA**

LCA 00675



JACKSON, Robert

LCA# 838752

Name
Docket/Jail# 154272 & 609803



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Client

Last Name **Jackson**
 FNameMI **Robert**
 DOB [REDACTED]
 Inactive Status **Completed**
 Status Reason [REDACTED] BL Status [REDACTED]
 Start Date **3/9/2017** End Date **06/26/2017**
 Immediate Notification Required Yes No
 Notification Method e-mail FAX Phone

Program

LCA Case Manager **Kenya Kyle**
 Program **SCRAMx**
 Servicing Location **Oakland**
 Referring Agency **Alameda County**
 Requirements
 Stay Away Orders Yes No

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Email Test

Client Daily Rate

Start Date	End Date	Days	Rate/Day	Category	Rate Total	Agency Pay Rate/Day
3/9/2017	5/12/2017	64	\$25.50	CAM + EM Default	\$1,632.00	
3/9/2017	6/8/2017	91	\$1.00	CAM Ethernet	\$91.00	
5/12/2017	6/8/2017	27	\$20.00	CAM + EM	\$540.00	
5/12/2017	5/13/2017	1	-\$352.00	Fee Adjustment	-\$352.00	
6/14/2017	6/26/2017	12	\$20.00	CAM + EM	\$240.00	
6/14/2017	6/26/2017	12	\$1.00	CAM Ethernet	\$12.00	
Daily Rate Total					\$2,163.00	

Payments

Payment Date	Payment Category	Rate/Day	Amount Paid	Payment Method	Payment Location	Collected By
8/21/2017	Daily Rate CAM +	\$21.00	\$120.00	Money Order	OAK	Yvette
6/26/2017	Daily Rate CAM +	\$21.00	\$125.00	Money Order	OAK	Yolanda
6/19/2017	Daily Rate CAM +	\$21.00	\$420.00	Money Order	OAK	Kenya Kyle
6/19/2017	Daily Rate CAM +	\$21.00	\$420.00	Money Order	OAK	Kenya Kyle
5/31/2017	Daily Rate CAM	\$21.00	\$400.00	Online - Heartland	OAK	Kenya Kyle
5/22/2017	Daily Rate GPS	\$21.00	\$200.00	Online - Heartland	OAK	Kenya Kyle

LCA 00683



JACKSON, Robert

Name

LCA# 838752



Docket/Jail# 154272 & 609803

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Client Info **Emergency Contact** **Referring Agency** **Criminal Data**

Last Name* **Jackson**
 FNameMI* **Robert**
 Address [Redacted]
 City [Redacted]
 State **Ca** Zip [Redacted]
 e-mail Address [Redacted]

Phone1 [Redacted] Home Work Cell Other
 Phone2 [Redacted] Home Work Cell Other
 Phone3 [Redacted] Home Work Cell Other

DOB* [Redacted] Age [Redacted]
 Birthplace **Berkely**
 Marital Status **Widowed**

Social Security Number [Redacted] Last 4 Digits [Redacted]
 CA Drivers License#/ID [Redacted] Last 4 Digits [Redacted]
 Dependents **3**

Client Photo size 38,347
 US Military Service Y N
 Ethnicity* **African**
 Gender* **Male**
 Height Feet **5** Height Inches **8**
 Weight **240**
 Hair Color **Black**
 Eye Color **Brown**

Distinguishing Marks **Tattos**

Program **SCRAMx**
 LCA Case Manager **Kenya Kyle**
 Start Date **3/9/2017** End Date **6/26/2017**
 On Site Visit Required **Yes**
 Drug Test Required **Yes** Test Frequency [Redacted] Pending Start Date [Redacted]
 Testing Group **2**

Start Date **3/9/2017**
 Days Sentenced **109**
 End Date Calculator **6/26/2017**

Inactive **Completed** [Redacted]
 Status* Status Reason BL Status

Tip: Use Shift-Click to unselect an item

Creation Date 3/3/2017
 Creation Time 4:22:49 PM
 Creation User carolr

Modification Date 9/12/2017
 Modification Time 3:08:28 PM
 Modification User RebecaM

LCA 00685

Exhibit 15

“Wilson Fee Documents” from LCA
Client File of Kyser Wilson



WILSON (PAGE 2), Kyser

Name

618796

Docket/Jail#

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Client

Last Name **Wilson (Page 2)**
 FNameMI **Kyser**
 DOB [REDACTED] Next Court Date **7/26/2016**
 Inactive Status **Completed**
 Status Reason [REDACTED] BL Status [REDACTED]
 Start Date **7/25/2016** End Date **10/23/2016**
 Days on **90** Priority Notification Yes No
 Notification Method e-mail FAX Phone

Program

LCA Case Manager **Tiffany Dixon**
 Program **GPS & SCRAM**
 Servicing Location **Oakland**
 Referring Agency **Alameda County**
 Requirements **Ct approved for church on Sunday, MWF allowed doctors appts, allowed to attend new job and Exemot DT.**
 Stay Away Orders Yes No HP Yes

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Date	Employer/Approved Activities	Address	Notes
8/3/2016	Hartland Hotel	[REDACTED]	
7/25/2016	High Expectations	[REDACTED]	Work hours vary

Date: **8/3/2016** Start Date: [REDACTED]

Employer/Approved: **Hartland Hotel** End Date: [REDACTED]

Address: [REDACTED] End Reason: [REDACTED]

City: [REDACTED]

State: **CA** Zip: [REDACTED] Activity/Job Title: [REDACTED]

Contact Person: [REDACTED] Pay: Hourly Monthly Weekly Annually

Contact Phone: [REDACTED] Notes: [REDACTED]

Contact FAX: [REDACTED]



WILSON (PAGE 2), Kyser

Name
618796
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Client

Last Name **Wilson (Page 2)**
 FNameMI **Kyser**
 DOB [REDACTED] Next Court Date **7/26/2016**
 Inactive Status **Completed**
 Status Status Reason BL Status
 Start Date **7/25/2016** End Date **10/23/2016**
 Days on **90** Priority Notification Yes No
 Notification Method e-mail FAX Phone

Program

LCA Case Manager **Tiffany Dixon**
 Program **GPS & SCRAM**
 Servicing Location **Oakland**
 Referring Agency **Alameda County**
 Requirements **Ct approved for church on Sunday, MWF allowed doctors appts, allowed to attend new job and Exemot DT.**
 Stay Away Orders Yes No HP Yes

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Case Notes | Client Info | Emergency Contact | Referring Agency | Report Table | Employ/Appr Act | Criminal Data | Schedule

Date	Employer/Approved Activities	Address	Notes
8/3/2016	Hartland Hotel	[REDACTED]	
7/25/2016	High Expectations	[REDACTED]	Work hours vary

Contact FAX [REDACTED]

Date **7/25/2016** Start Date [REDACTED]
 Employer/Approved **High Expectations** End Date [REDACTED]
 Address [REDACTED] End Reason [REDACTED]
 City [REDACTED]
 State **CA** Zip [REDACTED] Activity/Job Title **Barber**
 Contact Person [REDACTED] Pay Hourly Monthly
 Weekly Annually
 Contact Phone [REDACTED] Notes: Work hours vary

LCA 00856

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RECEIPT

8/21/2018

WILSON (PAGE 2), Kyser

Name

Payments

Payment Date	Receipt No.	Payment Category	Amount Paid	Payment Method	Collected By	LCA #
10/14/2016		Daily Rate CAM +	\$630.00	Credit Card	Tiffany Dixon	
9/21/2016		Daily Rate CAM +	\$150.00	Online - Heartla	Tiffany Dixon	
9/16/2016		Daily Rate CAM +	\$140.00	Online - Heartla	Tiffany Dixon	
8/22/2016		Daily Rate CAM +	\$180.00	Online - Heartla	Tiffany Dixon	
8/10/2016		Daily Rate CAM +	\$140.00	Credit Card	Melissa Ledesma	
7/25/2016		Enrollment	\$150.00	Credit Card	Yolanda Ascencio	
7/25/2016		Daily Rate CAM +	\$200.00	Credit Card	Yolanda Ascencio	

LCA 00859

Exhibit 16

Declaration of Ali Aldhaheri

DECLARATION OF Ali Ali Alphonse

1. I am over 18 years of age and I am a resident of OAKLAND, California.
2. I was put on an LCA monitor for approximately 45 days in 2014. I was managed by the OAKLAND office(s). I paid approximately 118.00 during the time I was on LCA.
3. I participated in the enrollment and intake processes, and LCA collected documents from me and assigned me a fee. LCA kept track of how much I owed and communicated those amounts to me.
4. I could not afford the fees LCA charged, but I felt coerced to pay and/or that I had no choice but to pay LCA because of the consequences of nonpayment that LCA told me about. yes
5. While on LCA electronic monitoring, I:
 - Had payment(s) that were late or delinquent, and LCA harassed me about my late payment(s).
 - Had payment(s) that were late or delinquent, and LCA staff harassed me or coerced me to pay.
 - Had a "five days to pay" letter or warning issued against me.
 - Had a violation report filed with the court because of failure to pay or late payment.
6. I was told that:
 - I should borrow from friends or family since I was not able to personally afford my fees.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to criminal court and could get in trouble.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to court, and going to jail could result from court.
 - That I would be incarcerated if I was late on payments or did not make full payments.
 - That I would or could go to jail if I was late on payments or did not make full payments.
 - That I would be remanded into custody if I was late on payments or did not make full payments.
 - That jail/incarceration was a possible consequence if I was late on payments or did not make full payments.

7. Other comments:

- I told LCA I could not afford my fees, but they would only tell me to call other offices & nobody would call me back or explain my fees.
- I had to sell my car to afford to pay LCA.
- Every time I talked to LCA, they told me I could go to jail and threatened me with jail.
- The entity I'm most scared of, even more than the police, is LCA.
- I paid LCA because I was afraid of them & afraid of going to jail.
- I believe I was charged \$ 25.50 a day, and LCA never explained all the extra fees I was charged. They were extremely disrespectful to me. I didn't say anything because I didn't want to go back to court or jail.

- I cannot afford to retain my own attorney to litigate a RICO case or any other civil case against LCA.
- By signing this document I agree to be a potential witness in this case and I understand that my name may be included on public case documents.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my recollection and knowledge. Signed this 25 day of 02/19, 2019.

Ali Alphehvi
Signature

Ali Alphehvi
Name (printed)

• I authorized Marissa Hatton to write this declaration because of my education level. I verified everything she wrote. Ali Alphehvi

Exhibit 17

Declaration of Donald Smith

DECLARATION OF Donald Smith

1. I am over 18 years of age and I am a resident of OAKLAND, California.
2. I was put on an LCA monitor for approximately 120 days in 2016-17. I was managed by the OAKLAND-Maintenance office(s). I paid approximately \$2,500 during the time I was on LCA.
PI 90
under 4,000
3. I participated in the enrollment and intake processes, and LCA collected documents from me and assigned me a fee. LCA kept track of how much I owed and communicated those amounts to me.
4. I could not afford the fees LCA charged, but I felt coerced to pay and/or that I had no choice but to pay LCA because of the consequences of nonpayment that LCA told me about.
5. While on LCA electronic monitoring, I:
 - Had payment(s) that were late or delinquent, and LCA harassed me about my late payment(s).
 - Had payment(s) that were late or delinquent, and LCA staff harassed me or coerced me to pay.
 - Had a "five days to pay" letter or warning issued against me.
 - Had a violation report filed with the court because of failure to pay or late payment.
6. I was told that:
 - I should borrow from friends or family since I was not able to personally afford my fees.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to criminal court and could get in trouble.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to court, and going to jail could result from court.
 - That I would be incarcerated if I was late on payments or did not make full payments.
 - That I would or could go to jail if I was late on payments or did not make full payments.
 - That I would be remanded into custody if I was late on payments or did not make full payments.
 - That jail/incarceration was a possible consequence if I was late on payments or did not make full payments.

7. Other comments: I had to sell my car and
Personal Possessions to pay LCA
If Payment was not made
I'll be incarcerated.

I was told when ever I was late on
Payment I could go to Jail

8. I cannot afford to retain my own attorney to litigate a RICO case or any other civil case against LCA.
9. By signing this document I agree to be a potential witness in this case and I understand that my name may be included on public case documents.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my recollection and knowledge. Signed this 26 day of Feb, 2019.

Donald Smith

Signature

Donald Smith

Name (printed)

Exhibit 18

Declaration of Daniel Roberson

DECLARATION OF Daniel Rubera


1. I am over 18 years of age and I am a resident of Oakley, California.
2. I was put on an LCA monitor for approximately 90 days in 2016. I was managed by the Oakland office(s). I paid approximately 2,138 during the time I was on LCA.
3. I participated in the enrollment and intake processes, and LCA collected documents from me and assigned me a fee. LCA kept track of how much I owed and communicated those amounts to me. yes
4. I could not afford the fees LCA charged, but I felt coerced to pay and/or that I had no choice but to pay LCA because of the consequences of nonpayment that LCA told me about. yes
5. While on LCA electronic monitoring, I:
 - Had payment(s) that were late or delinquent, and LCA harassed me about my late payment(s).
 - Had payment(s) that were late or delinquent, and LCA staff harassed me or coerced me to pay.
 - Had a "five days to pay" letter or warning issued against me.
 - Had a violation report filed with the court because of failure to pay or late payment.
6. I was told that:
 - I should borrow from friends or family since I was not able to personally afford my fees.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to criminal court and could get in trouble.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to court, and going to jail could result from court.
 - That I would be incarcerated if I was late on payments or did not make full payments.
 - That I would or could go to jail if I was late on payments or did not make full payments.
 - That I would be remanded into custody if I was late on payments or did not make full payments.
 - That jail/incarceration was a possible consequence if I was late on payments or did not make full payments.

7. Other comments:

See Statement

8. I cannot afford to retain my own attorney to litigate a RICO case or any other civil case against LCA.
9. By signing this document I agree to be a potential witness in this case and I understand that my name may be included on public case documents.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my recollection and knowledge. Signed this 27 day of Feb, 2019.



Signature

Daniel Roberson

Name (printed)

Daniel Roberson

My LCA experience

Hello my name is Daniel J. Roberson, I wanted to share my horrible experience with LCA and their scare tactics they used to install fear of incarceration. From the very first meeting with LCA staff is when it began. I met with a woman I don't recall her name, but our discussion was brief and it was 80% about bringing the money orders and what will happen if I fail to do so. About 19% was about the rules and 1% about any kind of financial help because when I asked about help with make payments I was told that they didn't offer help or that there was any way to have my fees reduced due to hardship. I was looked in the eye by the LCA worker and she asked me with very serious look on her face " you do have the money to pay right" I felt if I didn't say yes I was going to be in violation with the courts. So I fearfully agreed. I could only hope my Mother would be able to help me with the payments because I had custody of my two kids and they lived with me at the time. So a lot was at stake if I was jailed for any reasons. LCA made me constantly scared of not being able to make a payment and every meeting I had in person the payments and consequences always got brought up even though I was making payments on time. They didn't allow any other forms of payment other than a money order which was a difficult task trying to find a place to get money orders in such a large amount and paying cash for them at the register especially with small window of free time allowed for errands . I really have my Mother to thank because without her I would have not been able to make the payments and retain my house arrest sentence which was a 90 days sentence and a absolute financial nightmare.

Daniel Roberson



2/27/19

Exhibit 19

Declaration of Arthur Childs

DECLARATION OF Arthur Childs

1. I am over 18 years of age and I am a resident of Oakland, California.
2. I was put on an LCA monitor for approximately 6-8 months days in 2016-17. I was managed by the Oakland office(s). I paid approximately A during the time I was on LCA. thousands
3. I participated in the enrollment and intake processes, and LCA collected documents from me and assigned me a fee. LCA kept track of how much I owed and communicated those amounts to me.
4. I could not afford the fees LCA charged, but I felt coerced to pay and/or that I had no choice but to pay LCA because of the consequences of nonpayment that LCA told me about.
5. While on LCA electronic monitoring, I:
 - Had payment(s) that were late or delinquent, and LCA harassed me about my late payment(s).
 - Had payment(s) that were late or delinquent, and LCA staff harassed me or coerced me to pay.
 - Had a "five days to pay" letter or warning issued against me.
 - Had a violation report filed with the court because of failure to pay or late payment.
6. I was told that:
 - I should borrow from friends or family since I was not able to personally afford my fees.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to criminal court and could get in trouble.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to court, and going to jail could result from court.
 - That I would be incarcerated if I was late on payments or did not make full payments.
 - That I would or could go to jail if I was late on payments or did not make full payments.
 - That I would be remanded into custody if I was late on payments or did not make full payments.
 - That jail/incarceration was a possible consequence if I was late on payments or did not make full payments.

7. Other comments:

my only source of income was Social Security, and I told that to LCA & I told them I could not afford my fees. They still charged me the highest fee. They made very clear that I would go to jail if I didn't pay them. I had to deplete my savings to pay LCA because I feared the consequences - LCA threatened me with jail or going back to court multiple times.

I authorized Marissa Hatton to write this declaration because of my health condition & I am currently hospitalized. I verified everything she wrote.

8. I cannot afford to retain my own attorney to litigate a RICO case or any other civil case against LCA.
9. By signing this document I agree to be a potential witness in this case and I understand that my name may be included on public case documents.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my recollection and knowledge. Signed this 6 day of MARCH, 2019.

Arthur Childs

Signature

Arthur Childs

Name (printed)

Exhibit 20

Declaration of Steven Lackey

DECLARATION OF Steven Lackey

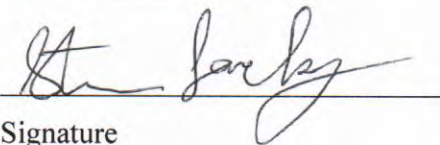
1. I am over 18 years of age and I am a resident of OAKland, California.
2. I was put on an LCA monitor for approximately 90 days in 2015. I was managed by the OAKland office(s). I paid approximately 1000-2000 during the time I was on LCA.
3. I participated in the enrollment and intake processes, and LCA collected documents from me and assigned me a fee. LCA kept track of how much I owed and communicated those amounts to me.
4. I could not afford the fees LCA charged, but I felt coerced to pay and/or that I had no choice but to pay LCA because of the consequences of nonpayment that LCA told me about.
5. While on LCA electronic monitoring, I:
 - Had payment(s) that were late or delinquent, and LCA harassed me about my late payment(s).
 - Had payment(s) that were late or delinquent, and LCA staff harassed me or coerced me to pay.
 - Had a "five days to pay" letter or warning issued against me.
 - Had a violation report filed with the court because of failure to pay or late payment.
6. I was told that:
 - I should borrow from friends or family since I was not able to personally afford my fees.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to criminal court and could get in trouble.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to court, and going to jail could result from court.
 - That I would be incarcerated if I was late on payments or did not make full payments.
 - That I would or could go to jail if I was late on payments or did not make full payments.
 - That I would be remanded into custody if I was late on payments or did not make full payments.
 - That jail/incarceration was a possible consequence if I was late on payments or did not make full payments.

7. Other comments:

I told my case manager I wasn't able to afford the payments and I was told to borrow money, also if I didn't pay I would end up back in court so I made sure I wasn't late even though I didn't really have the money just wanted to get this situation out the way

8. I cannot afford to retain my own attorney to litigate a RICO case or any other civil case against LCA.
9. By signing this document I agree to be a potential witness in this case and I understand that my name may be included on public case documents.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my recollection and knowledge. Signed this 3 day of March, 2019.


Signature

Steven Lackey
Name (printed)

Exhibit 21

Declaration of Eric Gomez

DECLARATION OF Eric Gomez

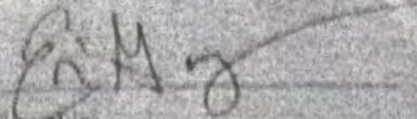
1. I am over 18 years of age and I am a resident of Union City, California.
2. I was put on an LCA monitor for approximately 150 days in July/2015. I was managed by the S.F. office(s). I paid approximately \$ during the time I was on LCA.
3. I participated in the enrollment and intake processes, and LCA collected documents from me and assigned me a fee. LCA kept track of how much I owed and communicated those amounts to me.
4. I could not afford the fees LCA charged, but I felt coerced to pay and/or that I had no choice but to pay LCA because of the consequences of nonpayment that LCA told me about.
5. While on LCA electronic monitoring, I:
 - Had payment(s) that were late or delinquent, and LCA harassed me about my late payment(s).
 - Had payment(s) that were late or delinquent, and LCA staff harassed me or coerced me to pay.
 - Had a "five days to pay" letter or warning issued against me.
 - Had a violation report filed with the court because of failure to pay or late payment.
6. I was told that:
 - I should borrow from friends or family since I was not able to personally afford my fees.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to criminal court and could get in trouble.
 - That if I was late on payments or did not make full payments, a violation report would be sent to the court or I would be sent back to court, and going to jail could result from court.
 - That I would be incarcerated if I was late on payments or did not make full payments.
 - That I would or could go to jail if I was late on payments or did not make full payments.
 - That I would be remanded into custody if I was late on payments or did not make full payments.
 - That jail/incarceration was a possible consequence if I was late on payments or did not make full payments.

Other comments:

It was very stressful when I was told if I didn't pay on time it could lead up to jail time I had to come up with the money. My brother not helping me, at all what so ever in any way.

- 8. I cannot afford to retain my own attorney to litigate a RICO case or any other civil case against DEA.
- 9. By signing this document I agree to be a potential witness in this case and I understand that my name may be included on public case documents.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my recollection and knowledge. Signed this 27 day of Feb 27, 2019.


Signature

ERIC Gomez
Name (printed)

Exhibit 22

Excerpts of Deposition of James Brooks
taken on March 19, 2019

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WILLIAM EDWARDS, ROBERT)
JACKSON, JAMES BROOKS, and)
KYSER WILSON on behalf of)
themselves and others)
similarly situated,)

Plaintiff,)

vs.)

LEADERS IN COMMUNITY)
ALTERNATIVES, INC., et al,)

Defendants.)
_____)

Case No. 3:18-cv-04609-WHA

Pages 1-183

VIDEOCONFERENCE DEPOSITION OF JAMES BROOKS

TAKEN ON

TUESDAY, MARCH 19, 2019

JO DILLINGHAM BREWER, CSR NO. 9707

1 A. Not physically threaten me, no. Verbally
2 threaten me. I would say by saying if, "This is the only
3 alternative; if you don't pay this, you go to jail," so
4 she was not physically threatening me -- not gonna hit me
11:15 5 or anything like that, but what she was saying was very
6 scary and threatening, and I feared with the things she
7 was telling me. So I consider that threatening.

8 Q. Okay. Well, let's -- let's talk about that.

9 The court told you that if you -- the court
11:16 10 told you that you might go to jail as a result of your
11 DUI; correct?

12 A. They told me if I didn't go along with what
13 they -- they're telling me to do as far as punishment,
14 then, yes, you would go to jail.

11:16 15 Q. And the judge told you that?

16 A. I believe he did his best to explain it, but
17 from what I could understand -- I'm not a lawyer -- but
18 from what I can understand, yeah.

19 Q. Do you feel that the judge was threatening
11:16 20 you?

21 A. No. Just felt like he was doing his job. Um,
22 I felt, uh, I guess -- what's the word -- sorry I was
23 there. Uh, no, I just felt like he was doing his job, I
24 would say.

11:17 25 Q. For your second DUI, did a judge tell you that

1 Q. Did she tell you what would happen if you
2 didn't pay the fees?

3 A. Go to jail. It's the alternative --

4 Q. Did you feel --

11:26 5 A. -- it's the alternative to not paying these
6 fees.

7 Q. Did you feel like that was a threat?

8 A. Yeah. Going to jail was a threat. I was -- I
9 was fearful about going to jail. I was really -- I
11:26 10 really don't like jail. I don't know many people who
11 do -- I personally was fearful of going to jail, I can
12 say, honestly.

13 Q. I think that's a healthy fear.

14 A. Yeah.

11:26 15 Q. So from your first meeting when you were
16 enrolled, you felt like your case manager was threatening
17 you?

18 A. I felt like -- what she was saying was
19 threatening because she was vague on telling me how they
11:27 20 were going to first bill me. And I couldn't get a real
21 answer, and I felt like, "Damn" -- excuse me -- "I'm
22 like if I -- this is -- this is -- I'm scared now. I
23 gotta -- I gotta -- I gotta do whatever these people tell
24 me to do."

11:27 25 So, yeah, I would say I felt threatened after

1 A. They did not change the amount of fees. They
2 never changed the fees. From what I can remember, I paid
3 the same.

4 Q. You said that you sent an email to Jeanette
5 regarding your difficulty paying fees?

6 A. I believe that I -- the gist of the email,
7 from what I can remember, was, "Please explain how you're
8 charging me." And, um, "You've never" -- because I
9 wanted to know what -- "How" -- you know, "How did you
10 figure out how to charge me," 'cause it was so much. At
11 the time it was hurting me. So I asked them in an email
12 to please explain and, "Can you provide this in written
13 form to me so I can understand," and I never got it.

14 Q. How many times did you ask them via email for
15 an explanation?

16 A. I know one -- one for sure because the reason
17 why I can remember that -- it must have been more than
18 that. But I know one for sure because that's the time, I
19 guess, I'd been asked her so much, she told me she was
20 going to give it to her boss, her supervisor, William. I
21 know one, for sure.

22 Q. So you claim that LCA threatened you to
23 collect the fees; is that correct?

24 A. I believe I was threatened, yes. "If you
25 don't pay these fees, you're going -- then you're gonna

1 have to go to jail."

2 Q. So the threat was, "If you don't pay these
3 fees, you have to go to jail."

4 Did they say any -- did they threaten any
5 other action beyond going to jail?

11:52

6 A. That was the one that stuck out. That's the
7 one I remember. It was the most --

8 Q. When was --

9 A. It was the --

11:53

10 I don't recall. But that was the one that I
11 was really scared of. Um --

12 Q. How many --

13 A. I -- I don't remember if there were any --
14 that one caught my attention right away.

11:53

15 Q. How many times did they threaten you with
16 going to jail?

17 A. I can't give you an exact number. A couple.
18 But more than three, I would -- I can't give you an exact
19 number. I really can't give you an exact number.

11:53

20 Q. Was it daily?

21 A. It wasn't daily. I didn't speak to her daily.

22 Q. Was it weekly?

23 A. I can't recall exactly, but it was close to
24 being weekly. It was often. I can't exactly say. I

11:54

25 don't want to guess. It was a lot.

1 Q. And what was the context of her threatening
2 you? Did she just call you up -- or did she just tell
3 you when you met with her, "Hey, if you don't pay these
4 fees, you're going to go to jail," or did you ask her a
11:54 5 question that she responded to? What was the context?

6 A. It was in the context of me asking them for
7 the formula. "How are you guys charging me?" And "I
8 can't really pay these fees. They're really too high."
9 And, "Can" -- in the context and whatever that
11:54 10 conversation led to, "Well, when you going to -- have to
11 go to jail." So that's in the context of where I got
12 most of the -- I felt threatened. Or whenever it was
13 time to pay and I -- I probably was late more than a
14 couple of times, and I tried to explain "I can't pay at
11:54 15 this time," or whatever, and then I try -- the
16 conversation would lead into, "Well, how are you" -- "How
17 are you charging me? Why can't" -- I remember me getting
18 really frustrated. "Why? Why can't I get an explanation
19 on how I'm getting paid," because I -- I ain't got all
11:55 20 this money -- so, yeah, it left from, "It's time to pay,"
21 to me feeling threatened because, "If you don't" -- she
22 would respond, "If you don't pay, then you're going --
23 going to jail."

24 Q. Were there any other witnesses aside from
11:55 25 yourself and Jeanette to these conversations?

Exhibit 23

Excerpts of Deposition of William Edwards
taken on March 21, 2019

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WILLIAM EDWARDS, ROBERT)
JACKSON, JAMES BROOKS, and)
KYSER WILSON on behalf of)
themselves and others)
similarly situated,)

Plaintiff,)

vs.)

LEADERS IN COMMUNITY)
ALTERNATIVES, INC., et al,)

Defendants.)
_____)

Case No. 3:18-cv-04609-WHA

Pages 1-134

VIDEOTAPED DEPOSITION OF WILLIAM EDWARDS

TAKEN ON

THURSDAY, MARCH 21, 2019

JO DILLINGHAM BREWER, CSR NO. 9707

1 A. I can't remember. It wasn't helpful, I know
2 that.

3 Q. Anyone else that you had -- you indicate --
4 that you told you had difficulty paying to at LCA?

11:42 5 A. It was a black lady at one time. She was
6 slightly older, maybe 50 or so -- I don't remember --
7 nicely dressed, but that's about all I remember.

8 Q. And what was her response?

9 A. The thing is she wasn't helpful, either.

11:43 10 Q. And what did you say to her exactly?

11 A. That "This is a burden on me. It's causing
12 difficulties. Um, I'm having to borrow money" -- okay.
13 I'm sorry. Yeah, "having to borrow money. It's
14 affecting my health," those things.

11:43 15 Q. Anyone else?

16 A. In LCA?

17 Q. Yeah.

18 A. Not that I can recall.

19 Q. Okay. And you claim that you've been
11:43 20 threatened by LCA; is that correct?

21 A. Yes.

22 Q. Okay. Who at LCA do you claim threatened you?

23 A. Ms. Rivas.

24 Q. Okay. What did she -- what was the thing that
11:44 25 she said that was a threat?

1 A. Um, I don't -- this isn't her exact words but,
2 basically, that if I don't pay, then I would go back to
3 jail; that I would have to, um, find a way to pay.

11:44 4 Q. And you don't remember what her exact words
5 were?

6 A. Not exactly. But that's the gist of it.

7 Q. How many times did she say this to you?

8 A. Often.

11:44 9 Q. Okay. What was the context of how these
10 discussions came about?

11 A. Um, it would be around the time that it --
12 that I was scheduled to pay, make payments.

13 Q. So did you call her up, or did she call you
14 up?

11:45 15 A. Both.

16 Oh, and I was also contacted by a couple of
17 gentlemen a couple of times. I don't remember their
18 names. But it was mostly Mrs. Rivas -- Ms. Rivas.

11:45 19 Q. Okay. So "several times," can you estimate
20 approximately how many times?

21 A. I don't know. It was a lot.

22 Q. Okay.

23 A. More than 10 or 20. It was a lot.

24 Q. So was she calling you, like, daily?

11:45 25 A. Sometime -- for a while brief while we spoke

1 daily, I believe. I emailed a lot. I had to check in
2 every day, because -- either with her or the office, so
3 yes.

4 Q. And what was your response when she said these
11:46 5 things to you?

6 A. Um, how unfair it was. "I need to speak to a
7 supervisor. Is there a grievance process," those things.
8 "How did the sliding scale exactly work?" Um --

9 Q. And what did she say when you asked her about
11:46 10 the grievance process?

11 A. I can't exactly recall. I just know that I
12 never was given the opportunity to grieve, and I never
13 spoke to a supervisor.

14 Q. Did you ever ask Ms. Rivas to speak to your
11:46 15 attorney?

16 A. I believe. I can't recall.

17 Q. And that was Mr. Mitchell?

18 A. Yes.

19 Q. Do you know if she did?

11:47 20 A. Again, I -- um, I don't know exactly.

21 Q. Did anyone else threaten you?

22 A. Um, the gentleman that showed up in court that
23 day.

24 Q. And what did he say?

11:47 25 A. Um, that it's a possibility that I would be

1 going to jail today. It's out of his hands, but it's
2 still a possibility, because I wasn't able to provide the
3 documents that I didn't have access to yet.

11:48 4 Q. Do you feel like he was saying this in a mean
5 way to you?

6 A. I don't know a nice way of telling someone
7 that you might go to jail for something beyond your
8 control.

11:48 9 Q. Maybe not a nice way, but did he -- did you
10 interpret this to be, like, he was saying this in a
11 menacing way to you?

12 A. Um, I think it was business as usual for him.
13 Um, but I still believe it to be very harassing.

14 MS. HATTON: Speak up a little bit, please.

11:48 15 THE WITNESS: Okay. Sorry.

16 MS. STROTTMAN: Q. Why did you believe it was
17 harassing?

18 A. Because I didn't have access to the
19 information that they wanted, and I was told that I had
11:49 20 been written up and no one ever told me that, you know,
21 um -- like, I didn't -- it caught me off guard. I was
22 standing in line getting coffee at the courthouse, and he
23 walked up behind me with a picture. He was, like, "Hey,
24 you know, I'm here for you." He didn't leave my side the
11:49 25 whole time. Um, and he let me know that he's out -- "I'm

1 going to let the courts know about you not being able to
2 turn in those forms that we wanted," and that there was a
3 chance that I would be going to jail that day, um -- and,
4 again, I asked about a supervisor or someone that I could
11:49 5 speak with, and he said that I should talk to Ms. Rivas
6 or someone else. That's not his role.

7 Q. Was your attorney with you?

8 A. No. Not then.

9 Q. Anyone else threaten you?

11:49 10 A. Not right offhand, outside of the people that
11 I mentioned.

12 Q. Okay. You mentioned two gentlemen --

13 A. Yes.

14 Q. -- calling you.

11:50 15 Do you believe that they were threatening you?

16 A. They reminded me very sternly that "It's pay
17 day tomorrow," or the day after, whatever, that, you
18 know, I need to make sure that I had that money.

19 Q. Did you consider that a threat?

11:50 20 A. Um, yes, I did.

21 Q. Why did you consider that a threat?

22 A. I considered it a threat because of their
23 undertone. Once the tone was set the first time, "Pay or
24 you gonna go to jail," once I wasn't allowed to speak
11:50 25 to a supervisor, once I wasn't given the opportunity to

1 get my fees assessed, everything after that, to me, was
2 like, you know, a continuous chain.

3 Q. Okay. But tone wasn't set by these two
4 individuals.

11:51 5 It was because of how all the other
6 circumstances, you felt that the calls that these two
7 individuals made were threatening?

8 A. Um, they pretty much said the same thing,
9 maybe in different, uh, terminology. Maybe they had a
11:51 10 different vernacular, but it was pretty much the exact
11 same.

12 Q. Did they mention jail?

13 A. Everyone mentioned jail.

14 Q. Did these two gentlemen say that you would be
11:51 15 going to jail or that you could be going to jail?

16 A. That I would be going to jail. I understood
17 that I could go to jail for any number of things, but the
18 fact that I would go to jail for things beyond -- outside
19 of my control, um, was very, um -- it's very threatening.

11:52 20 Q. Did you ever bring up the phone calls from
21 these two gentlemen with anyone?

22 A. To the best of my recollection, I brought up
23 everything that I'm telling you now, um, with my
24 supervisors.

11:52 25 Q. Anyone else?

1 document to Ms. Hatton.)

2 THE WITNESS: Thank you.

3 And it's more than a threat when a person
4 takes the action to ensure that they follow through with
14:25 5 that threat. And that's 18, when she wrote the verbal
6 report and had it submitted to the court.

7 And, again, I'd like to say that goes back to
8 the emotional and mental distress because nowhere in my
9 lifetime did I have that experience, um, with people in
14:25 10 such a position of authority that could send me to jail
11 or take an action, forcing me into a situation where I
12 had no control over.

13 MS. STROTTMAN: Q. Have you ever felt
14 threatened by a judge?

14:25 15 A. Um, anyone that -- in my opinion, yes. If
16 anyone in the position of authority tells you, "Do this
17 or else," that can be constituted as a threat,
18 definitely.

19 But I've never been harassed by a judge, um,
14:26 20 which was happening with LCA.

21 Q. When you originally proposed to be a class
22 representative, how did you choose counsel in this case?

23 A. Um, I'm not exactly sure what you mean.

24 Q. Did you go out and find counsel, did counsel
14:26 25 find you?

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2 Marissa Hatton (*pro hac vice*)
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8 **IN THE UNITED STATES DISTRICT COURT FOR**
9 **THE NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 _____)
12)
13 WILLIAM EDWARDS,)
14 JAMES BROOKS,)
15 KYSER WILSON, and ROBERT)
16 JACKSON, on behalf of themselves and)
17 others similarly situated,)
18)
19 *Plaintiffs,*)

20)
21 v.)
22)

23 LEADERS IN COMMUNITY)
24 ALTERNATIVES, INC.,)
25)
26 *Defendant.*)
27 _____)
28)

Case No. 3:18-cv-04609-WHA

**PLAINTIFFS' APPENDIX OF
EVIDENCE IN OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT AND
AUTHENTICATION OF
EXHIBITS**

Date: November 21, 2019

Time: 9:00 a.m.

Trial: January 27, 2020

29 Plaintiffs hereby submit the following appendix of evidence in Opposition to
30 Defendant LCA's Motion for Summary Judgment:

31 **Exhibits**

- 32 1. Demonstrative Aid Showing Factual Disputes
- 33 2. Transcript of May 8, 2019 Class Certification Hearing
- 34 3. Declaration of Lisa Ambriz
- 35 4. Transcript of May 29, 2019 Evidentiary Hearing on Class Certification
- 36 5. Declaration of Maria Vargas
- 37 6. Declaration of Claudia Canas

- 1 7. Excerpts of Deposition of Kyser Wilson taken on March 20, 2019
- 2 8. Excerpts of Deposition of Robert Jackson taken on March 18, 2019
- 3 9. Declaration of Carol Ridgell
- 4 10. Excerpts of Deposition of William Basler taken on February 28, 2019
- 5 11. Declaration of David Garrison
- 6 12. Declaration of Yvette Barrera
- 7 13. Alameda County-LCA Contract, Exhibit A, "Scope of Services"
- 8 14. "Jackson Fee Documents" from LCA Client File of Robert Jackson
- 9 15. "Wilson Fee Documents" from LCA Client File of Kyser Wilson
- 10 16. Declaration of Ali Aldhaheri
- 11 17. Declaration of Donald Smith
- 12 18. Declaration of Daniel Roberson
- 13 19. Declaration of Arthur Childs
- 14 20. Declaration of Steven Lackey
- 15 21. Declaration of Eric Gomez
- 16 22. Excerpts of Deposition of James Brooks taken on March 19, 2019
- 17 23. Excerpts of Deposition of William Edwards taken on March 21, 2019

18

19 **Authentication of Exhibits**

20 I, Marissa K. Hatton, declare as follows:

21 I am an attorney of record for the Plaintiffs in the above-referenced matter and a
22 member in good standing of the District of Columbia Bar. I have personal knowledge of
23 the facts stated below and would be willing and competent to testify to them in court.

1 1. Exhibit 1 to Plaintiffs' Opposition to Defendant's Motion to Dismiss is a
2 Demonstrative Aid I created by copying and pasting direct quotes from Defendant's
3 Motion to Dismiss brief and Plaintiffs' Opposition Brief. It contains no argumentation or
4 additional content.

5 2. Exhibit 2 to Plaintiffs' Opposition to Defendant's Motion to Dismiss is a
6 true and correct copy of pages from the certified transcript of the Class Certification
7 Hearing held by this Court on May 8, 2019.

8 3. Exhibit 4 to Plaintiffs' Opposition to Defendant's Motion to Dismiss is a
9 true and correct copy of pages from the certified transcript of the Evidentiary Hearing on
10 Class Certification held by this Court on May 29, 2019.

11 4. Exhibit 7 is a true and correct copy of pages from the certified transcript of
12 the deposition of Kyser Wilson, taken on March 20, 2019.

13 5. Exhibit 8 is a true and correct copy of pages from the certified transcript of
14 the deposition of Robert Jackson, taken on March 20, 2019.

15 6. Exhibit 10 is a true and correct copy of pages from the certified transcript
16 of the deposition of William Basler, taken on February 28, 2019.

17 7. Exhibit 14 is a true and correct copy of pages from Robert Jackson's client
18 case file, produced in discovery and served on Plaintiffs by Defendants on December 17,
19 2018.

20 8. Exhibit 15 is a true and correct copy of pages from Kyser Wilson's client
21 case file, produced in discovery and served on Plaintiffs by Defendants on December 17,
22 2018.

1 9. Exhibit 22 is a true and correct copy of pages from the certified transcript
2 of the deposition of James Brooks, taken on March 19, 2019.

3 10. Exhibit 23 is a true and correct copy of pages from the certified transcript
4 of the deposition of William Edwards, taken on March 21, 2019.


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

6

7 Dated: October 31, 2019

EQUAL JUSTICE UNDER LAW

8



9

10

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19

CERTIFICATE OF SERVICE

20

21

I hereby certify that on October 31, 2019, I filed the foregoing document with the

22

Clerk of the Court using the ECF/CM system, which will provide copies to all counsel of

23

record.

24

/s/ Marissa Hatton

25

Marissa Hatton

26

Attorney for Plaintiffs