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

14 In the Matter of the Accusation Against:

Case No. 1I-2019-154

15 **HOLLI JOLETTE LINDAHL, SLPA**
16 **1713 La France Drive**
17 **Bakersfield, CA 93304**
18 **Speech Pathology Assistant License No. SPA**
19 **1981**

ACCUSATION

Respondent.

20 **PARTIES**

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

24 2. On or about April 12, 2012, the Speech-Language Pathology and Audiology and
25 Hearing Aid Dispensers Board issued Speech-Language Pathology Assistant License No. SPA
26 1981 to Holli Jolette Lindahl, SLPA (Respondent). The Speech-Language Pathology Assistant
27 License expired on March 31, 2020, and has not been renewed.

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1 **JURISDICTION**

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

6 4. Section 2530 of the Code states: This act may be cited as the “Speech-Language
7 Pathologists and Audiologists and Hearing Aid Dispensers Licensure Act.”

8 5. Section 2530.1 of the Code states:

9 The Legislature finds and declares that the practice of speech-language
10 pathology and audiology and hearing aid dispensing in California affects the public
11 health, safety, and welfare and there is a necessity for those professions to be subject
12 to regulation and control.

13 6. Section 2531.02 of the Code states:

14 Protection of the public shall be the highest priority for the Speech-Language
15 Pathology and Audiology and Hearing Aid Dispensers Board in exercising its
16 licensing, regulatory, and disciplinary functions. Whenever the protection of the
17 public is inconsistent with other interests sought to be promoted, the protection of the
18 public shall be paramount.

19 **STATUTORY PROVISIONS**

20 7. Section 2531.5 of the Code states: The board shall issue, suspend, and revoke
21 licenses and approvals to practice speech-language pathology and audiology as authorized by this
22 chapter.

23 8. Section 2533 of the Code states:

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

27 (a) Conviction of a crime substantially related to the qualifications, functions,
28 and duties of a speech-language pathologist or audiologist or hearing aid dispenser, as
the case may be. The record of the conviction shall be conclusive evidence thereof.

(b) Securing a license by fraud or deceit.

(c) (1) The use or administering to himself or herself of any controlled
substance.

(2) The use of any of the dangerous drugs specified in Section 4022, or of
alcoholic beverages, to the extent or in a manner as to be dangerous or injurious to the
licensee, to any other person, or to the public, or to the extent that the use impairs the

1 ability of the licensee to practice speech-language pathology or audiology safely.

2 (3) More than one misdemeanor or any felony involving the use, consumption,
3 or self-administration of any of the substances referred to in this section.

4 (4) Any combination of paragraph (1), (2), or (3).

5 The record of the conviction shall be conclusive evidence of unprofessional
6 conduct.

7 (d) Advertising in violation of Section 17500. Advertising an academic degree
8 that was not validly awarded or earned under the laws of this state or the applicable
9 jurisdiction in which it was issued is deemed to constitute a violation of Section
10 17500.

11 (e) Committing a dishonest or fraudulent act that is substantially related to the
12 qualifications, functions, or duties of a licensee.

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

14 (g) Other acts that have endangered or are likely to endanger the health,
15 welfare, and safety of the public.

16 (h) Use by a hearing aid dispenser of the term “doctor” or “physician” or
17 “clinic” or “audiologist,” or any derivation thereof, except as authorized by law.

18 (i) The use, or causing the use, of any advertising or promotional literature in a
19 manner that has the capacity or tendency to mislead or deceive purchasers or
20 prospective purchasers.

21 (j) Any cause that would be grounds for denial of an application for a license.

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

23 (l) Violation of a term or condition of a probationary order of a license issued
24 by the board pursuant to Chapter 5 (commencing with Section 11500) of Part 1 of
25 Division 3 of Title 2 of the Government Code.

26 (m) Violation of a term or condition of a conditional license issued by the board
27 pursuant to this section.

28 9. Section 2538.1 of the Code states:

(a) The board shall adopt regulations, in collaboration with the State Department of
Education, the Commission on Teacher Credentialing, and the Advisory Commission on Special
Education, that set forth standards and requirements for the adequate supervision of speech-
language pathology assistants.

(b) The board shall adopt regulations as reasonably necessary to carry out the purposes of
this article, that shall include, but need not be limited to, the following:

(1) Procedures and requirements for application, License, renewal, suspension, and
revocation.

(2) Standards for approval of Associate Degree Speech-Language Pathology Assistant
training programs based upon standards and curriculum guidelines established by the National

1 Council on Academic Accreditation in Audiology and Speech-Language Pathology, or the
2 American Speech-Language-Hearing Association, or equivalent formal training programs
3 consisting of two years of technical education, including supervised field placements. The board
4 may impanel site review committees to conduct onsite evaluations, inspections, and investigations
5 of a speech-language pathology assistant training program and to assess the training program's
6 compliance with the board's laws and regulations. The members of the site review committee
7 shall receive no compensation but shall be reimbursed for their actual travel and per diem

8 (3) Standards for accreditation of a Speech-Language Pathology Assistant training
9 program's institution by the Accrediting Commission for Community and Junior Colleges of the
10 Western Association of Schools and Colleges or the Senior College Commission of the Western
11 Association of Schools and Colleges, or equivalent accreditation.

12 (4) The scope of responsibility, duties, and functions of speech-language pathology
13 assistants, that shall include, but not be limited to, all of the following:

14 (A) Conducting speech-language screening, without interpretation, and using screening
15 protocols developed by the supervising speech-language pathologist.

16 (B) Providing direct treatment assistance to patients or clients under the supervision of a
17 speech-language pathologist.

18 (C) Following and implementing documented treatment plans or protocols developed by a
19 supervising speech-language pathologist.

20 (D) Documenting patient or client progress toward meeting established objectives, and
21 reporting the information to a supervising speech-language pathologist.

22 (E) Assisting a speech-language pathologist during assessments, including, but not limited
23 to, assisting with formal documentation, preparing materials, and performing clerical duties for a
24 supervising speech-language pathologist.

25 (F) When competent to do so, as determined by the supervising speech-language
26 pathologist, acting as an interpreter for non-English-speaking patients or clients and their family
27 members.

28 (G) Scheduling activities and preparing charts, records, graphs, and data.

(H) Performing checks and maintenance of equipment, including, but not limited to,
augmentative communication devices.

(I) Assisting with speech-language pathology research projects, in-service training, and
family or community education.

The regulations shall provide that speech-language pathology assistants are not authorized
to conduct evaluations, interpret data, alter treatment plans, or perform any task without the
express knowledge and approval of a supervising speech-language pathologist.

(5) The requirements for the wearing of distinguishing name badges with the title of
speech-language pathology assistant.

(6) Minimum continuing professional development requirements for the speech-language
pathology assistant, not to exceed 12 hours in a two-year period. The speech-language pathology
assistant's supervisor shall act as a professional development advisor. The speech-language
pathology assistant's professional growth may be satisfied with successful completion of state or

1 regional conferences, workshops, formal in-service presentations, independent study programs, or
2 any combination of these concerning communication and related disorders.

3 (7) Minimum continuing professional development requirements for the supervisor of a
4 speech-language pathology assistant.

5 (8) The type and amount of direct and indirect supervision required for speech-language
6 pathology assistants.

7 (9) The maximum number of assistants permitted per supervisor.

8 (10) A requirement that the supervising speech-language pathologist shall remain
9 responsible and accountable for clinical judgments and decisions and the maintenance of the
10 highest quality and standards of practice when a speech-language pathology assistant is utilized.

11 **REGULATORY PROVISIONS**

12 10. California Code of Regulations, title 16, section 1399.156, states:

13 Unprofessional conduct as set forth in Section 2533 of the Code includes, but is
14 not limited to the following:

15 (a) Violating or conspiring to violate or aiding or abetting any person to violate
16 the provisions of the Act or these regulations.

17 (b) Committing any corrupt act, or any abusive act against a patient, which is
18 substantially related to the qualifications, functions or duties of a speech-language
19 pathologist or audiologist.

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

23 (d) Commission of an act prohibited by Section 1399.155.

24 (e) On or after January 1, 2013, a violation of Section 143.5 of the Code.

25 (f) Failure to provide to the Board, as directed, lawfully requested copies of
26 documents within 15 days of receipt of the request or within the time specified in the
27 request, whichever is later, unless the licensee is unable to provide the documents
28 within this time period for good cause, including but not limited to, physical inability
to access the documents in the time allowed due to illness or travel. This subsection
shall not apply to a licensee who does not have access to, and control over, the
requested documents.

(g) Failure to cooperate and participate in any Board investigation pending
against the licensee. This subsection shall not be construed to deprive a licensee of
any privilege guaranteed by the Fifth Amendment to the Constitution of the United
States, or any other constitutional or statutory privileges. This subsection shall not be
construed to require a licensee to cooperate with a request that would require the
licensee to waive any constitutional or statutory privilege or to comply with a request
for information or other matters within an unreasonable period of time in light of the
time constraints of the licensee's practice. Any exercise by a licensee of any
constitutional or statutory privilege shall not be used against the licensee in a
regulatory or disciplinary proceeding against the licensee.

(h) Failure to report to the Board within 30 days any of the following:

(1) The bringing of an indictment or information charging a felony against the licensee.

(2) The arrest of the licensee.

(3) The conviction of the licensee, including any verdict of guilty, or pleas of guilty or no contest, of any felony or misdemeanor.

(4) Any disciplinary action taken by another licensing entity or authority of this state or of another state or an agency of the federal government or the United States military.

(i) Failure or refusal to comply with a court order, issued in the enforcement of a subpoena, mandating the release of records to the Board.

11. California Code of Regulations, title 16, section 1399.170.3, states:

A speech-language pathology assistant may not conduct evaluations, interpret data, alter treatment plans, or perform any task without the express knowledge and approval of a supervising speech-language pathologist. The speech-language pathology assistant may not perform any of the following functions:

(a) Participate in parent conferences, case conferences, or inter-disciplinary team conferences without the supervising speech-language pathologist or another speech-language pathologist being present;

(b) Provide counseling or advice to a client or a client's parent or guardian which is beyond the scope of the client's treatment;

(c) Sign any documents in lieu of the supervising speech-language pathologist, i.e., treatment plans, client reimbursement forms, or formal reports;

(d) Discharge clients from services;

(e) Make referrals for additional services;

(f) Unless required by law, disclose confidential information either orally or in writing to anyone not designated by the supervising speech-language pathologist;

(g) Represent himself or herself as a speech-language pathologist; and,

(h) Perform procedures that require a high level of clinical acumen and technical skill, i.e., vocal tract prosthesis shaping or fitting, vocal tract imaging, and oropharyngeal swallow therapy with bolus material.

COST RECOVERY

12. Section 125.3 of the Code provides:

(a) Except as otherwise provided by law, in any order issued in resolution of a disciplinary proceeding before any board within the department or before the Osteopathic Medical Board, upon request of the entity bringing the proceeding, the administrative law judge may direct a licensee found to have committed a violation or

1 violations of the licensing act to pay a sum not to exceed the reasonable costs of the
2 investigation and enforcement of the case.

3 (b) In the case of a disciplined licensee that is a corporation or a partnership, the
4 order may be made against the licensed corporate entity or licensed partnership.

5 (c) A certified copy of the actual costs, or a good faith estimate of costs where
6 actual costs are not available, signed by the entity bringing the proceeding or its
7 designated representative shall be prima facie evidence of reasonable costs of
8 investigation and prosecution of the case. The costs shall include the amount of
9 investigative and enforcement costs up to the date of the hearing, including, but not
10 limited to, charges imposed by the Attorney General.

11 (d) The administrative law judge shall make a proposed finding of the amount
12 of reasonable costs of investigation and prosecution of the case when requested
13 pursuant to subdivision (a). The finding of the administrative law judge with regard to
14 costs shall not be reviewable by the board to increase the cost award. The board may
15 reduce or eliminate the cost award, or remand to the administrative law judge where
16 the proposed decision fails to make a finding on costs requested pursuant to
17 subdivision (a).

18 (e) If an order for recovery of costs is made and timely payment is not made as
19 directed in the board's decision, the board may enforce the order for repayment in any
20 appropriate court. This right of enforcement shall be in addition to any other rights
21 the board may have as to any licensee to pay costs.

22 (f) In any action for recovery of costs, proof of the board's decision shall be
23 conclusive proof of the validity of the order of payment and the terms for payment.

24 (g)(1) Except as provided in paragraph (2), the board shall not renew or
25 reinstate the license of any licensee who has failed to pay all of the costs ordered
26 under this section.

27 (2) Notwithstanding paragraph (1), the board may, in its discretion,
28 conditionally renew or reinstate for a maximum of one year the license of any
licentiate who demonstrates financial hardship and who enters into a formal
agreement with the board to reimburse the board within that one-year period for the
unpaid costs.

(h) All costs recovered under this section shall be considered a reimbursement
for costs incurred and shall be deposited in the fund of the board recovering the costs
to be available upon appropriation by the Legislature.

(i) Nothing in this section shall preclude a board from including the recovery of
the costs of investigation and enforcement of a case in any stipulated settlement.

(j) This section does not apply to any board if a specific statutory provision in
that board's licensing act provides for recovery of costs in an administrative
disciplinary proceeding.

1 (k) Notwithstanding the provisions of this section, the Medical Board of
2 California shall not request nor obtain from a physician and surgeon, investigation
3 and prosecution costs for a disciplinary proceeding against the licensee. The board
4 shall ensure that this subdivision is revenue neutral with regard to it and that any loss
5 of revenue or increase in costs resulting from this subdivision is offset by an increase
6 in the amount of the initial license fee and the biennial renewal fee, as provided in
7 subdivision (e) of Section 2435.

8 **FACTUAL ALLEGATIONS**

9 13. At all times relevant to this Accusation, Respondent was the sole owner of a business
10 known as “Your Voice,” whose services included providing speech therapy to children with
11 Autism. Your Voice advertised with the statement “AN INTEGRATED APPROACH TO
12 SPEECH THERAPY,” and used the website <https://yourvoicecali.com/about> to advertise to
13 clients. The website states that the mission of Your Voice is to “to provide clients with the best
14 service possible, and to give children and their families a voice.” The website states that Your
15 Voice provides speech therapy, occupational therapy, parent resources, a “listening program,”
16 funding resources, and nutrition and supplement information. Respondent, as sole owner of Your
17 Voice, hired M.F., a licensed speech-language pathologist (SLP) to provide services to patients
18 and clients. M.F. served as an employee of Your Voice, and the supervisor of Respondent, a
19 licensed SLPA. Respondent’s SLPA License authorized her to provide limited services to
20 patients and clients, but required that she practice under the direct supervision and direction of a
21 licensed SLP. Respondent, a SLPA, was only permitted to provide speech therapy services to
22 clients under the direct supervision of M.F., a licensed SLP.

23 **Treatment of Client A’s Son**

24 14. On or about September 17, 2019, Client A’s son was evaluated by M.F. at Your
25 Voice. M.F. recommended that Client A’s son receive therapy two times weekly, for 12 months.
26 The first speech therapy appointment was scheduled to take place on October 1, 2019. At some
27 point in time, following the evaluation, Respondent and M.F. developed a disagreement about the
28 provision of speech therapy services and the operation of the business. Their disagreement would
later lead to M.F. submitting a resignation and separating from Your Voice.

15. On or about October 21, 2019, the Board received a complaint alleging numerous
violations, including that Respondent was practicing speech therapy without a licensed Speech

1 Language Pathologist Supervisor, and the Respondent was operating outside the scope of her
2 license.

3 16. On or about October 31, 2019, M.F. sent Respondent a letter of resignation to Your
4 Voice that was immediately effective.

5 17. On or about November 15, 2019, Respondent sent Client A an invoice for services
6 provided from September 9, 2019 through November 15, 2019, demanding payment of
7 \$2,800.00. The invoice identified Respondent's company, Your Voice, and noted that the bill
8 was for "Speech" services provided to Client A's son. The invoice directed Client A to send
9 payment directly to Respondent's address.

10 18. On or about November 15, 2019, Client A sent a text message to Respondent to find
11 out why Respondent had not received payment for the services provided to Client A's son. Client
12 A stated that she believed everything was set up with the insurance company because Respondent
13 "had started the insurance along time ago." Client A asked, "What happened? Did they tell you
14 why they haven't been doing the reimbursements?" Later the same day, Respondent replied to
15 Client A by text. Respondent claimed it was strange and she didn't know why the insurance
16 company was refusing to pay her for the services. Respondent explained that she did not have a
17 Supervising SLP, due to the resignation of M.F. Respondent then stated, "I'm hiring a SLP on
18 Saturday...very good background to help as much as possible...I also spoke to my contact at
19 Advanced Brain Technologies, and will be able to offer their music therapy to my clients. I will
20 be certified next Saturday...Depending on the Insurance makes it so hard to make these things
21 happen, but I guess it's a part of it! The plan is to have everything ready to go in January, and I
22 will train her to do what I do, run the business and keep my clients. It just doesn't make sense! I
23 have proof I sent in the application. I will keep you updated!! [sic]" Respondent never hired
24 another SLP following the October 31, 2019 resignation of M.F.

25 19. On or about November 16, 2019, Respondent sent a text message to Client A to
26 inform her that the insurance should be covering the speech therapy services provided.

27 20. On or about November 18, 2019, Client A provided her insurance information to
28 Respondent again. Client A was aware that Respondent no longer had an SLP Supervisor, and

1 was continuing to provide speech services to her son. Client A told Respondent that if the
2 insurance did not cover the speech services, they did not want to continue speech services
3 because they did not want to have to personally pay for the services that should be covered by
4 insurance.

5 21. On or about November 22, 2019, Respondent sent a text message to Client A,
6 confirming that they have an appointment for the following Tuesday at 10:00 a.m. Respondent
7 included information on an autism listening program, representing that she was completing
8 training for the program, and planned to offer it to her clients.

9 22. On or about November 26, 2109, Respondent provided speech therapy services to
10 Client A's son. Respondent sent a text message to Client A the same day regarding the speech
11 therapy appointment.

12 23. On or about November 28, 2019, Respondent sent a text message to Client A
13 informing her that the regularly scheduled speech therapy appointment for the following day was
14 cancelled.

15 24. On or about December 5, 2019, Respondent provided speech therapy services to
16 Client A's son. Respondent sent a text message to Client A before the appointment stating, "good
17 morning, I'm here early." Client A responded, "give me a sec."

18 25. On or about December 6, 2019, Respondent sent Client A text messages representing
19 that she had arranged for music therapy for the ongoing treatment of Client A's son. Respondent
20 provided log in information for use of the music therapy program. Respondent stated that she had
21 set the music therapy up, and that Client A's son should "listen for 15 min a day (give brain a
22 break after 5 days-it's like it's working out and needs to rest,) play it while he's doing a puzzle or
23 playing with play doh...[sic]"

24 26. On or about December 8, 2019, Respondent sent Client A invoice #000016 for speech
25 therapy services, requesting payment of \$80 for speech therapy provided in December 2019.

26 27. On or about December 9, 2019, Respondent sent an email to Client A to remind her
27 of her son's upcoming individual speech therapy appointment from 1000 – 1110 with Respondent
28 on December 11, 2019.

1 28. On or about December 10, 2019, Client A replied to Respondent’s prior
2 communication regarding the music therapy program. Client A asked if the log in information
3 was under Respondent’s account, or if she would receive her own individualized login
4 information. Respondent stated that she would send additional instructions, and acknowledged
5 that it was confusing. Respondent said “I’m going to be taking data during speech to see where
6 [Client A’s son] is on his goals...so the session may look a little different. How is he doing this
7 morning?” Client A responded that the insurance had approved payment. Respondent replied,
8 “Sweet! Ok, see you guys soon!”

9 29. On or about December 11, 2019, Respondent emailed Client A confirmation that she
10 had made fully payment of \$80 for invoice #000016. The email noted that it had been paid on
11 December 11, 2019, and thanked Client A for choosing Respondent’s company for speech
12 therapy services.

13 30. On or about December 12, 2019, Respondent provided speech therapy services to
14 Client A’s son. Prior to the appointment, Respondent sent a text message to Client A, “I am here,
15 are we still having session today? [sic]” Client A confirmed the session. Following the speech
16 therapy services, Respondent texted Client A as follows: “Good session today! He tried an
17 almond 😊 a little more repetitive behaviors than usual, but answered 2 “wh” questions.
18 Sounding good! Have a great weekend!”

19 31. On or about December 14, 2019, Respondent sent a text message to Client A with a
20 recommendation of sensory bed sheets for Client A’s son. The same day, Respondent sent an
21 email to Client A with an invoice for \$10, for speech therapy services. Following payment,
22 Respondent emailed Client A to confirm that she received the full payment.

23 32. On or about December 18, 2019, Respondent sent Client A another invoice for \$10
24 for speech therapy services provided. Following payment, Respondent emailed Client A to
25 confirm that she received the full payment.

26 33. On or about December 23, 2019, Respondent sent a text message to Client A
27 cancelling sessions for the whole week due to transportation issues.

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1 34. On or about December 28, 2019, Respondent emailed M.F. threatening to file a
2 lawsuit against her if she did not provide her NPI number to allow Respondent to bill Client A's
3 insurance. M.F. obtained and provided her NPI number to Respondent, but was only prepared to
4 approve any billing that occurred prior to the date of her resignation on October 31, 2019.

5 35. On or about December 29, 2019, Respondent sent an email to M.F. that included
6 vulgar language and personal accusations. Later the same day, Respondent sent another email to
7 M.F., explaining that despite M.F.'s resignation, Respondent would continue to use M.F.'s NPI
8 number to bill for services until M.F. formally discharged the patients from her care.

9 36. On or about December 30, 2019, Respondent contacted Client A and told her that she
10 was unable to provide speech therapy services any longer.

11 37. On or about January 9, 2020, Respondent emailed M.F. and accused her of providing
12 a false NPI number. Respondent stated that she just talked to her attorney, and that she would be
13 served with a lawsuit within the next week. Respondent sent several other similar emails,
14 accusing M.F. of fraud, making personal attacks, and threatening to file lawsuits against her.

15 38. On or about January 17, 2020, Respondent sent an email to Client A apologizing for
16 suspending the treatment of her son. Respondent stated, "I am still blown away by his progress!
17 It has really been a pleasure to be a part of his team." Respondent admitted that Client A had
18 paid \$500.00 for speech services at the outset of treatment, and had continued to pay a copay of
19 \$10 for each visit. Respondent confirmed that Client A's son was seen from September 9, 2019,
20 through December 19, 2019. Respondent explained that she was trying to get reimbursed by the
21 insurance company, but was having difficulty. Respondent was attempting to get reimbursed by
22 the insurance company for speech therapy treatment provided after her supervising SLP, M.F.,
23 had resigned on October 31, 2019.

24 39. On or about February 14, 2020, Respondent sent an email to Client A and wrote,
25 "Why so much hate?!? Do you know this woman? Lol I never claimed to cure autism! Suing her
26 for slander." Client A responded, "I don't know her." Respondent did not identify the name of
27 the individual that she was referring to in her email.

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1 The Board Investigation

2 40. On or about December 23, 2019, Board staff sent a letter to Respondent notifying her
3 that it had received a complaint, and requested that she provide a written response. The Board
4 asked Respondent to provide her business license number, title and role in the business,
5 ownership interest in the business, name of her current supervisor, job functions, explanation of
6 how long services have been provided, and if the business was currently seeing clients.

7 41. On or about December 30, 2019, at approximately 1610, Respondent telephoned
8 Board representatives. Respondent said she was calling regarding the December 23, 2019 letter
9 she received from the Board regarding the filed complaint. Respondent stated that she is the
10 owner, and will run the business because she is licensed and has an M.B.A. The Board told her
11 that she is a registered SPA, and that she needed to respond to the complaint as requested in the
12 letter. Respondent then said that she will hire an SLP, but will still be the owner. The Board
13 representative told Respondent that the SLP has to be the owner because of legal requirements for
14 supervision. Respondent asked if the Board was physically going to her place of business to see
15 if she was conducting business. The representative said that she could send agents, but would
16 prefer if she provided a written response to the complaint. Despite the warning from the Board's
17 representative, Respondent asserted that she can still own the business, and will continue to
18 operate the business. Respondent stated that she was so upset she could not talk any longer, and
19 hung up the phone.

20 42. On or about October 22, 2020, the Board's Investigator sent a letter to Respondent
21 requesting an interview related to the ongoing investigation. Respondent did not respond to the
22 letter. The Investigator made numerous additional attempts to contact Respondent, including
23 letters on October 29, 2020, and December 7, 2020.

24 43. On or about December 29, 2020, Respondent telephoned the Board's investigator in
25 response to a complaint filed against her with the Board. Respondent was verbally combative
26 during the phone call. Respondent stated that she had not seen any patients for over a year, had
27 cancelled her license, and did not intend on renewing it. Respondent told the investigator, "that's
28 your loss and I don't need you." Respondent repeatedly asked the investigator how she obtained

1 Respondent's email address. The investigator specifically asked Respondent if she was working
2 under the supervision of a licensed SLP. Respondent did not confirm whether she had a licensed
3 SLP supervising her, and would not provide any direct contact information. Respondent told the
4 investigator that she could speak with her attorney, but did not identify an attorney or provide
5 contact information for an attorney. The investigator asked her to have the attorney send a letter
6 of representation, which agitated Respondent. Respondent said, "for what?" and continued to yell
7 at the investigator that she did nothing wrong. The investigator invited Respondent to provide a
8 statement, along with her attorney, as a part of the investigation. Respondent said that she didn't
9 even know what the investigator was talking about, and that she would contact her attorney and
10 send a letter of representation. Respondent never provided a letter of representation.

11 44. On or about December 30, 2020, the Board's investigator contacted Respondent by
12 email asking to speak to her regarding a consumers complaint that was filed against her with the
13 Board. At approximately 1211, Respondent sent an email to the Board's investigator stating,
14 "I'm no longer practicing and do not want to. Cancel it. Where did you get this email? [sic]" At
15 approximately 1314, Respondent stated, "I would like to volunteer to surrender my license to
16 practice in the state of California [sic]." Respondent made various allegations against other
17 professionals, and concluded by apologizing for her "defensive behavior on the phone." At
18 approximately 1403, Respondent told the Board's investigator "I do not want the license. I need
19 my life back!" Respondent confirmed that 1713 La France Drive, Bakersfield, CA 93301 is her
20 business address. Shortly thereafter in a separate email, at approximately 1415 Respondent stated
21 that she was "no longer able to see kids without a supervisor," and "quit seeing kids after that."

22 Continued Contact with Patient A

23 45. On or about August 11, 2020, Respondent sent an email to Client A asking how she
24 and her son were doing. She stated that she wanted to "say hi, and send a little update as to what
25 we are up to... not ready to launch yet, but getting there!" Respondent included a link to a
26 website www.yourvoicecall.com.

27 46. On or about August 25, 2020, Respondent sent an email to Client A, her husband, and
28 M.F. alleging that she was owed \$2,800.00 for speech therapy services provided to Client A's

1 son. Respondent alleged that M.F. stole a computer, and that it was now being analyzed by her
2 lawyer. Respondent stated that she was owed \$2,800.00 for services provided to Client A's son
3 during the time that M.F. was his SLP. Respondent alleged that M.F. did not discharge Client
4 A's son from therapy. Respondent stated that if the debt was "not paid in a timely manner, it will
5 be sent to [her] collection agency." Respondent stated that she would "proceed to the next steps"
6 if they did not "work this out."

7 47. On or about August 27, 2020, Client A replied to Respondent stating that she did not
8 owe Your Voice any money. Client A stated that she was told by Respondent that the insurance
9 had covered her care, and that Client A had advised that she would not obtain any speech therapy
10 treatment for her son with Respondent, unless it was covered by the insurance company.

11 48. On or about August 28, 2020, Respondent sent an email to Client A, M.F. and another
12 individual identified as S.H. Respondent stated that M.F. didn't do the job she was hired to do,
13 and that Respondent was enlisting the aid of S.H., a business partner from out of state to collect
14 on a debt owed to her. Respondent stated "It's out of our hands at this point."

15 **CAUSE FOR DISCIPLINE**

16 (Violating the Speech-Language Pathologists and Audiologists and Hearing Aid Dispensers
17 Licensure Act or Speech-Language Pathology and Audiology Regulations)

18 49. Respondent is subject to disciplinary action under Code section 2533, as defined by
19 California Code of Regulations, title 16, section 1399.156, in that she engaged in unprofessional
20 conduct by violating or conspiring to violate the Speech-Language Pathologists and Audiologists
21 and Hearing Aid Dispensers Licensure Act or Speech-Language Pathology and Audiology
22 Regulations, as more particularly alleged in paragraphs 13 through 54, which are hereby
23 incorporated by reference and realleged as if fully set forth herein. Additional circumstances are
24 as follows:

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1 50. Respondent practiced as a Speech Language Pathology Assistant without required
2 supervision by a licensed Speech Language Pathologist in violation of California Code of
3 Regulations, title 16, section 1399.170.3 on the following dates:

- 4 (a) November 26, 2019;
- 5 (b) December 5, 2019;
- 6 (c) December 10, 2019; and
- 7 (d) December 12, 2019.

8 51. Respondent practiced as a Speech Language Pathologist without a license on the
9 following dates:

- 10 (a) November 26, 2019;
- 11 (b) December 5, 2019;
- 12 (c) December 10, 2019; and
- 13 (d) December 12, 2019.

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PRAYER

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

1. Revoking or suspending Speech Pathology Assistant License Number SPA 1981, issued to Holli Jolette Lindahl, SLPA;

2. Ordering Holli Jolette Lindahl, SLPA to pay the Speech-Language Pathology and Audiology and Hearing Aid Dispensers Board the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3; and,

3. Taking such other and further action as deemed necessary and proper.

DATED: _____

Sanchez, Paul@DCA Digitally signed by Sanchez,
Paul@DCA
Date: 2021.09.07 17:10:45 -07'00'

PAUL SANCHEZ
Executive Officer
Speech-Language Pathology and
Audiology and Hearing Aid Dispensers
Board
Department of Consumer Affairs
State of California
Complainant

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