

**BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA**

**In the Matter of:**

**CLAIMANT**

**and**

**SAN GABRIEL/POMONA REGIONAL CENTER,**

**Service Agency.**

**DDS No. CS0025486**

**OAH No. 2025040076**

**DECISION**

Cindy F. Forman, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter by videoconference on May 16, 2025.

Claimant and Claimant's mother, who is Claimant's authorized representative (Mother), appeared on Claimant's behalf. (Claimant and Mother are not identified by name to protect their privacy.)

Daniel Ibarra, Manager of Appeals and Resolution, appeared on behalf of San Gabriel Pomona Regional Center (SG/PRC or Service Agency).

The Administrative Law Judge heard testimony and received documentary evidence. At the outset of the hearing, Mr. Ibarra, on behalf of Service Agency, stated he directed Service Agency to immediately resume Tailored Day Services for Claimant.

The record was closed, and the matter was submitted for decision on May 17, 2025.

## **ISSUE FOR DETERMINATION**

Whether SG/PRC should fund a second paid internship for Claimant?

## **EVIDENCE RELIED UPON**

The Administrative Law Judge relied on the following evidence in reaching her decision: Service Agency Exhibits 1–11; Claimant’s Exhibits A–FF; and the testimony of Linh Lee, SG/PRC’s Employment Specialist; Mother; and Claimant.

## **FACTUAL FINDINGS**

### **Background**

1. Claimant is a 35-year-old Service Agency consumer based on a diagnosis of autism spectrum disorder. Claimant lives at home with his parents. He is self-sufficient and independent in almost all areas of daily living.

2. On October 10, 2023, Claimant, Mother, Claimant’s Service Coordinator, and Claimant’s Academic Advisor at Actors for Autism (AFA-Hub) attended Claimant’s Individual Program Plan (IPP) meeting. At the meeting, Claimant’s Service Coordinator,

Mother, and Claimant agreed to the following "Desired Outcome": "[Claimant] wants to learn and build his portfolio in video game design to be competitively employ[able] upon complet[ion] of the program through [AFA-Hub], creative arts programming." (Exhibit 3, p. A20.)

3. Claimant and SG/PRC have modified the IPP several times to reflect Claimant's interest in video game design. In a January 5, 2024 IPP amendment, SG/PRC agreed to fund a paid internship in video game design for Claimant from January 2 through December 31, 2024, through GT Independence and to provide Tailored Day Services through AFA-Hub. In a June 7, 2024 amendment, SG/PRC agreed to fund Claimant's participation in a video design program through November 30, 2024, offered by AFA-Hub. In a November 26, 2024 amendment, SG/PRC authorized payment for an additional month of video game design training for Claimant through AFA-Hub "to ensure consumer receives the necessary assistance in his internship opportunity. (Exhibit 5.)

### **Claimant's Paid Internship**

4. Consistent with his IPP, from January 1, 2024, through December 31, 2024, Claimant participated in a Paid Internship Program at Huddle Media offered through GT Independence and funded by Service Agency. At Huddle Media, Claimant performed video game-level design. He generated paper maps, block outs, and designs for 2D and 3D video game levels. During his employment, Claimant received job coaching from AFA-HUB, which Service Agency funded through the Tailored Day Services program. Claimant also took online courses relating to video design and animation with AFA Hub.

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5. On December 14, 2023, AFA-Hub completed a Paid Internship Program Vendor Request Form and Budget Sheet (PIP Request Form) in connection with Claimant's internship placement at Huddle Media. The PIP Request Form states Claimant's goal for his internship is to gain work experience in his chosen field and skill set, to demonstrate capability in front of a potential employer, and to improve his work skills and communication. By signing the PIP Request Form, AFA-Hub acknowledged SG/PRC's funding for Claimant's internship with Huddle Media was "limited to 1040 hours or for the duration of 1 year from the start date, whichever is reached first." AFA-Hub further acknowledged that "[The Paid Internship Program] is not intended to be an ongoing service and not su[b]ject to reauthorization after the max 1040 hours or 1 year mark is reached." (Exhibit 10.) In subsequent correspondence with AFA-Hub, Service Agency confirmed the time limits of the Paid Internship Program. Service Agency and AFA-Hub did not share these communications with Claimant or Mother.

6. Claimant completed the Huddle Media internship in December 2024. He did not receive an employment offer from Huddle Media because of their internal hiring policies. There is no evidence that AFA-Hub assisted Claimant with finding any other employment opportunities at the end of his internship.

7. Between 2020 and 2024, Claimant worked intermittently for Ubisoft on a contract basis on game events and remotely from home. Claimant's job was to explain upcoming video games still in their pre-release stage or to demonstrate new features expected in existing video games. AFA-Hub helped Claimant to find work with Ubisoft.

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## **Claimant's Request for a Second Paid Internship**

8. Sometime before March 6, 2025, AFA-Hub arranged for Claimant to interview for a paid internship in animation at 4FC Productions. The internship was scheduled to start on April 1, 2025.

9. On March 6, 2025, AFA-Hub requested SG/PRC to fund the 4FC Productions internship. On March 13, 2025, Mother telephoned SG/PRC to request funding for the 4FC Productions internship. At that time, Mother learned SG/PRC would not fund the internship.

10. On March 27, 2025, Claimant appealed SG/PRC's decision not to fund the 4FC Productions internship. Claimant also requested Aid Paid Pending because SG/PRC denied Claimant's use of AFA-Hub as his service provider.

11. By Notice of Action dated April 1, 2025, Service Agency denied Mother's request to fund Claimant's internship with 4FC Productions (April 1 denial). The April 1 denial was based on Service Agency's contention that funding for an internship program "is not intended to be an ongoing service and is not subject to reauthorizations." (Exhibit 1, p. A2.)

12. On April 10, 2025, Service Agency held an informal meeting with Claimant and Mother regarding the April 1 denial. In an April 15, 2025 letter sent to Mother after the informal meeting, the Service Agency affirmed its decision to deny funding Claimant's internship with 4FC Productions. Since that time, Service Agency agreed to fund Tailored Day Services to assist Claimant in finding employment opportunities and provide Claimant support if he chooses to participate in an unpaid internship at 4FC Productions or elsewhere.

13. In advance of the fair hearing on Claimant's appeal, Mother sent an email on April 15, 2025, to Michael Luna, Chief, Work Services Section in the Community Services Division of the Department of Developmental Services. In that email, in response to Mother's question asking whether Claimant could apply for a new internship learning new skills for other years, Mr. Luna answered, "Yes, this would be determined in an IPP meeting to discuss what new skills need to be learned and what kind of job your son would like to work." (Exhibit C.) Mr. Luna added that "regional centers have the autonomy to include additional policies and procedures regarding requirements to approve [Paid Internship Programs]. You'll want to work with your regional center service coordinator on any specific policies for SG/PRC." (*Ibid.*)

### **SG/PRC's Position**

14. Linh Lee, Service Agency's employment specialist since 2016, testified on Service Agency's behalf. Ms. Lee's responsibilities include overseeing vocational programs and paid internship programs funded by Service Agency. According to Ms. Lee, the paid internship program is to provide real-life work experience to allow participants to develop skills in their career of choice. The goal of a paid internship is to provide the participant with a job or lead to future employment.

15. Since the inception of the Paid Internship Program in 2016, SG/PRC has strictly applied the one-year/1,040-hour time limits to SG/PRC-funded internships. SG/PRC has never funded two consecutive internships for any of its consumers. SG/PRC's position is that funding consecutive paid internships without analyzing why a consumer needs the second internship is essentially a reauthorization of service and is contrary to SG/PRC's expectation that a one-year internship will lead to a paid position. Before SG/PRC funds a second internship, SG/PRC expects the consumer, the consumer's IPP team, and the vendor to discuss what the consumer needs to do to

find employment and whether the consumer requires additional training for another internship. Ms. Lee asserted that the purpose of a paid internship is not to provide training; consumers should receive training first so they can then participate in an internship utilizing that training. Ms. Lee also explained SG/PRC's Paid Internship Program policy is not in writing so SG/PRC can treat each paid internship request on an individualized basis. However, SG/PRC considers its approach to the Paid Internship Program as a "best practice."

16. Ms. Lee's position was based in part on a memorandum from the Department of Developmental Services dated August 24, 2021, with the subject line "Guidelines for Implementation of Changes to the Paid Internship Program Effective July 2021" (Guidelines). The Guidelines provide further detail regarding the Paid Internship Program. According to the memorandum, the purpose of the Paid Internship Program is to "increase the vocational skills and abilities of consumers who choose, through the [IPP] process, to participate in a paid internship." (Exhibit 8, p. A45.) The program's goals include the "acquisition of experience and skills for future paid employment, or for the internship itself to lead to full- or part-time paid employment in the same job." (*Ibid.*) A consumer may participate in more than one paid internship as determined through the IPP process. (*Ibid.*)

17. Ms. Lee worked with AFA-Hub regarding Claimant's paid internship with Hubble Media. She pointed to the PIP Request Form to show that AFA-Hub was aware of SG/PRC's "best practices" regarding the time limits of the Paid Internship Program. Ms. Lee also specifically communicated with AFA-Hub about SG/PRC's best practices and the one-year/1,040-hour time limitation. Ms. Lee asserted Claimant, Mother, Claimant's Service Coordinator, and AFA-Hub had never met to discuss why Claimant needed a second internship, how that second internship would assist him in finding

employment, and why his internship experience with Huddle Media was not sufficient to provide Claimant with employment at another video design company. Ms. Lee also asserted Claimant's interest in animation was secondary to his interest in video games. According to Ms. Lee, had animation been Claimant's primary focus, his paid internship should have been in animation. Because the 4FC Productions internship would only supplement his video game training and would be in the same field as Claimant's primary interest, Ms. Lee believed the internship should be an unpaid experience.

18. Ms. Lee acknowledged the Service Agency IPP team and AFA-Hub should have informed Claimant and Mother of the nature and time limitations of the Paid Internship Program. Ms. Lee was not involved in the planning process regarding the internship with AFA-Hub and the IPP team. Ms. Lee was unaware that neither Claimant's service coordinator nor AFA-Hub shared the paid internship time limitations with Claimant or Mother. Ms. Lee had directed Claimant's Service Coordinator to include language in the IPP that Paid Internship Program funding "is not intended to be an ongoing service and is not subject to authorization" (Exhibit G, p. B19.) Ms. Lee does not know why the IPP or the IPP addenda did not contain this language.

19. Ms. Lee also explained Service Agency had other programs to assist Claimant in finding paid employment. She suggested Claimant explore other Tailored Day Service providers, Service Agency's employment facilitation program, and the customized employment services offered by the Department of Rehabilitation to help him find a paying job.

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## **Claimant's Position**

### **MOTHER**

20. At hearing, Mother contended Service Agency should fund Claimant's second internship because the experience would enhance Claimant's video game portfolio by building on Claimant's training in video games and animation. Mother believes animation is a new skill that Claimant needs to learn to improve his employment opportunities. Mother asserted Claimant will be more financially secure and less mentally stressed if SG/PRC permits him to pursue the paid internship. Mother's goal is for Claimant to obtain full-time employment; Mother has no desire for Claimant to continuously utilize the Paid Internship Program.

21. Mother asserted the statute governing paid internships does not prohibit Service Agency from funding a second paid internship, citing Mr. Luna's response to her email. She also contended Service Agency had nothing in writing to support the time limitations it imposes on paid internships. Mother questioned why Service Agency never informed her or Claimant during the IPP process about these time limitations. She pointed out that Service Agency failed to include the language setting forth the paid internship time requirements in the IPP.

22. Mother contended the jobs recommended by the Department of Rehabilitation and Service Agency were not suitable for Claimant. According to Mother, Claimant cannot perform retail jobs or warehouse jobs because he has difficulty interacting with co-workers and managers. Claimant also cannot stand for more than three hours at a time. Claimant had a receptionist job but could not tolerate the environment after a week.

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23. Mother also asserted that Claimant was entitled to aid paid pending because Service Agency refused to continue the paid internship and the Tailored Day Services.

### **CLAIMANT**

24. Claimant testified pursuing an internship in animation would help to further develop his portfolio and make him more employable. He urged SG/PRC to fund the 4FC Productions internship because many of his previous employment attempts were not successful. Claimant explained that the 4FC Productions internship was not a continuation of his internship with Hubble Media. The new internship involved working in a group setting focused on animation while the Hubble Media internship involved working by himself on video games.

25. Claimant expressed his disappointment with the Department of Rehabilitation's employment assistance efforts. According to Claimant, the Department of Rehabilitation was not knowledgeable about the video game development industry and was not able to find him a job in that field. Claimant confirmed retail and warehouse jobs were a poor fit for him, and he described his terrible experience working as a receptionist.

26. Claimant also described his distress upon learning Service Agency would not fund the Paid Internship Program at 4FC Productions. Claimant interviewed for the internship position based on his expectation Service Agency would fund the internship. He had no warning Service Agency would refuse funding as no one explained the time limitations to him in his IPP meetings or at any other time. Claimant asserted he may have made different choices if he had known SG/PRC would not fund a second internship, but Claimant did not identify those choices.

## LEGAL CONCLUSIONS

### Burden and Standard of Proof

1. The Lanterman Developmental Disabilities Services Act (Lanterman Act) governs this matter. (Welf. & Inst. Code, § 4500 et seq.) (All further statutory references are to the Welfare and Institutions Code unless otherwise stated.) An administrative fair hearing to determine the rights and obligations of the parties is available under the Lanterman Act. (§§ 4700-4716.) Claimant timely requested a fair hearing to appeal SG/PRC's denial of her request that SG/PRC fund a second paid internship under section 4870. Jurisdiction in this case was thus established.

2. The party asserting a claim in an administrative proceeding generally has the burden of proof by a preponderance of the evidence. (*McCoy v. Board of Retirement* (1986) 183 Cal.App.3d 1044, 1051, fn. 5.) Where a party seeks to establish a right to a government benefit or service, that party has the burden of proof. (*Lindsay v. San Diego Retirement Board* (1964) 231 Cal.App.2d 156, 161-162.) Here, Claimant has the burden of proving by a preponderance of the evidence he is entitled to participate in a second paid internship. A preponderance of the evidence means "'evidence that has more convincing force than that opposed to it.' [Citation.]" (*People ex rel. Brown v. Tri-Union Seafoods, LLC* (2009) 171 Cal.App.4th 1549, 1567.)

### Applicable Law

3. The Lanterman Act charges regional centers with providing developmentally disabled persons with "access to the facilities and services best suited to them throughout their lifetime." (§ 4620, subd. (a).) Those services and supports include specialized services and supports directed toward "the economic habilitation"

of an individual with a developmental disability or “toward the achievement and maintenance of an independent, productive, and normal life.” (§ 4512, subd. (b).)

4. The development and implementation of the IPP is a cornerstone of the regional center’s responsibilities to the consumer. The Lanterman Act directs regional centers to develop and implement an IPP for everyone eligible for regional center services. (§ 4646.) Through a collaborative process, the IPP identifies the needs, goals, and objectives of the consumer and the family, and delineates the services and supports the consumer needs to achieve those goals and objectives to ensure the consumer can live an independent and productive life. (§§ 4646, 4646.5.) The services and supports are to be “flexible and individually tailored to the consumer and, where appropriate, his or her family.” (§ 4648, subd. (a) (2).) The services shall also reflect the cost-effective use of public resources. (§ 4646, subd. (a).)

5. The services and supports included in the consumer’s IPP and purchased by the regional center must be agreed to by the regional center representative and the consumer or the consumer’s family. (§ 4646, subd. (d).) However, a regional center has discretion in determining which services it should purchase to best accomplish all or any part of a consumer’s IPP goals. (§ 4648.) The regional center purchases services based on a consumer’s needs, progress, and circumstances, as well as in consideration of a regional center’s service policies, resources, and professional judgment as to how the IPP can best be implemented. (§§ 4646, 4648; *Williams v. Macomber* (1990) 226 Cal.App.3d 225, 233.)

6. In enacting the Lanterman Act, the Legislature intended that the services and supports offered through the IPP process assist individuals with developmental disabilities to achieve the greatest self-sufficiency possible and to exercise personal choices. (§ 4648, subd. (a)(1).) To that end, the Legislature created a Paid Internship

Program to encourage competitive integrated employment opportunities for individuals with developmental disabilities. According to section 4870, the criteria for the Paid Internship Program include the following: The paid internships are to “produce outcomes consistent with the [IPP].” (§ 4870, subd. (a).) The paid internships do not exceed 1,040 hours per year. (§ 4870, subd (a)(1).) Additionally, the paid internships are part of “competitive, integrated work environments” and are to develop vocational skills that will facilitate paid employment opportunities in the future.” (§ 4870, subd. (a)(6) & (7).)

## **Analysis and Disposition**

7. Claimant failed to demonstrate by a preponderance of the evidence that the Lanterman Act requires SG/PRC to fund his second internship. As made clear in the Lanterman Act and the Department’s guidelines, the selection of a paid internship must be made through the IPP process. Claimant’s decision to pursue a second paid internship was not made through the IPP process, and therefore cannot be sustained.

8. According to Claimant’s IPP, Claimant’s career goal is to obtain employment in the video game industry. (Factual Finding 2) Addenda to the IPP provided Claimant with services consistent with achieving that career goal. (Factual Finding 3.) To that end, Claimant took courses on video game development aimed at obtaining employment in the video game field, and he had a paid internship in video game development at Hubble Media. The purpose of the training and internship was to strengthen Claimant’s skills and proficiency in video game development, so he was a competitive employment prospect in the video game development field. (Factual Findings 2–6.)

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9. Nothing in Claimant's IPP or any of the addenda indicates Claimant harbored any interest in an animation career. The IPP or the addenda do not indicate Claimant disclosed any intention to obtain a second paid internship in the animation field. The IPP documents also do not reflect Claimant and the IPP team discussed potential job opportunities for Claimant because of his experience at Hubble Media or the effect, if any, of a new internship on Claimant's employment opportunities. Nor do the IPP documents show that the IPP team discussed whether improving Claimant's portfolio, which Claimant asserted was at least one reason for taking a second paid internship, would assist Claimant in securing a permanent position. (Factual Findings 2–3.)

10. Claimant is correct that nothing in section 4870 precludes him from obtaining a second paid internship. Mr. Luna's email response to Mother made clear that a second paid internship is possible. However, Mr. Luna also stated Claimant's eligibility for a second paid internship would be determined in an IPP meeting where Claimant and the IPP team would discuss the new skills Claimant needed to learn and the kind of job Claimant sought. Mr. Luna in addition recognized that SG/PRC might have its own policies and procedures involving paid internships. (Factual Finding 13.)

11. As SG/PRC made clear at the fair hearing, SG/PRC does not have a blanket rule prohibiting consumers from participating in a second paid internship. Instead, SG/PRC looks at each case individually to assess whether funding a second paid internship is appropriate and necessary to secure permanent employment in a consumer's chosen field. Based on the information exchanged in the IPP process, SG/PRC determined Claimant did not require a second paid internship to advance his stated career goals. SG/PRC also determined it will continue funding Claimant's Tailored Day Services to assist Claimant in finding a job in the video game field and in

supporting Claimant if he decides to pursue an unpaid internship. Thus, nothing prohibits Claimant from pursuing an animation internship, but he must do so at his own expense.

## **ORDER**

1. Claimant's appeal is denied.
2. Service Agency's decision to deny funding for Claimant's internship at 4FC Productions is affirmed.

DATE:

CINDY F. FORMAN  
Administrative Law Judge  
Office of Administrative Hearings

## **NOTICE**

This is the final administrative decision. Each party is bound by this decision. Either party may request reconsideration pursuant to subdivision (b) of Welfare and Institutions Code section 4713 within 15 days of receiving the decision, or appeal the decision to a court of competent jurisdiction within 180 days of receiving the final decision.