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2 Vincent C. Granberry, Esq. (SBN 255729)  
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9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated.

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA HOSPITAL  
20 OF THE VALLEY; and DOES 1 to 100,  
21 Inclusive.

22 DEFENDANTS.

Case No.: BC559056

Assigned for all Purposes to the Hon. Elihu M.  
Berle, Dept. 323

**CLASS ACTION**

**COMPENDIUM OF EVIDENCE IN  
SUPPORT OF PLAINTIFF’S MOTION  
FOR CLASS CERTIFICATION, VOLUME  
1**

**VOLUME 1 OF 3  
EXHIBITS 1-16**

[Filed and served concurrently with Plaintiff's  
Notice of Motion and Motion for Class  
Certification; Memorandum of Points and  
Authorities; Proposed Trial Plan; and  
[Proposed] Order]

**Date:** TBD  
**Time:** TBD  
**Dept.:** 323

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19 CORPORATION dba PACIFICA HOSPITAL  
20 OF THE VALLEY; and DOES 1 to 100,  
21 Inclusive.

22 DEFENDANTS.

Case No.: BC559056

Assigned for all Purposes to the Hon. Elihu M.  
Berle, Dept. 323

**CLASS ACTION**

**DECLARATION OF JOSEPH LAVI IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR CLASS CERTIFICATION**

**Date:** TBD  
**Time:** TBD  
**Dept.:** 323

1 DECLARATION OF JOSEPH LAVI

2 I, Joseph Lavi, declare:

3 1. I am an attorney licensed to practice law in the state of California and have been  
4 admitted to practice before this Court. I am a partner with the law firm Lavi & Ebrahimiyan, LLP,  
5 and am lead counsel for Plaintiff Kyle Frencher (“Plaintiff”) in this action. I have personal  
6 knowledge of the matters stated herein and if called and sworn as a witness, I would and could  
7 competently testify under oath thereto. I am a member in good standing of the bar of the State of  
8 California, the U.S. District Courts in California, Ninth Circuit Court of Appeals, and U.S. Supreme  
9 Court.

10 2. This Declaration is submitted in support of Plaintiff's Motion for Class Certification.

11 3. Through the *Belaire* notice process in this matter, Defendant has provided the  
12 contact information of 576 hourly non-exempt class members who did not opt out.

13 4. I am experienced and qualified to evaluate the Class claims and to evaluate  
14 settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. I have  
15 been practicing law for more than 15 years. I, and the other members of my firm, have practiced  
16 exclusively in the area of labor and employment law. I have handled numerous cases in all aspects  
17 of employment and labor law, including State and Federal class actions, wrongful termination,  
18 discrimination, harassment and retaliation cases. I have tried both labor and employment cases, and  
19 have argued before various courts of appeal, on employment issues such as validity of arbitration  
20 agreements, application of res judicata in class action cases, as well as other employment issues. I  
21 also have been a panelist and/or speaker for various Continuing Legal Education Panels in  
22 employment law on issues of employment law trials, how to proceed and conduct trials, and proving  
23 and winning punitive damages. I was selected to the Southern California Super Lawyers list issued  
24 by Thomas Reuters in the area of Plaintiff's class action employment litigation from 2011 through  
25 2016. I have settled numerous wage and hour class actions and I currently am Plaintiff's counsel in  
26 many others. Some of the class actions I have handled against employers on wage and hour issues  
27 include Kaiser Permanente, which settled for \$6,510,000.00; Hustler Casino, which settled for  
28 \$980,000.00; Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino, which

1 settled for \$1,575,000.00; BP West Cost Products, which settled for \$4,000,000.00; Kaiser  
2 Permanente, which settled for \$3,600,000.00, Fuddruckers, which settled for \$900,000.00; Movado,  
3 which settled for \$728,000.00, Chuck-e-Cheeses, which settled for \$1,900,000.00; Aero-Electric,  
4 which settled for \$1,500,000.00; and Gruma, which settled for \$2,300,000.00. I and the other  
5 attorneys at Lavi & Ebrahimian, who are available to assist me in this case if needed, are fully  
6 capable of adequately and fairly representing Plaintiff and the proposed class in this matter. I am  
7 fully aware of the responsibilities I would owe as Class Counsel to the proposed class in this action.  
8 I investigated the claims asserted in this action, and my law firm is prepared to commit the  
9 resources necessary to represent the proposed Class and zealously pursue their claims. I am not  
10 aware of any conflict of interest between myself, on the one hand, and Plaintiff or any other Class  
11 Member, on the other hand, which would interfere with my duties as Class Counsel or impede my  
12 representation of the proposed Class. Lavi & Ebrahimian, LLP, and I have been appointed Class  
13 Counsel in over fifty contested proceedings including the following:

14 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court  
15 Case No. BC343535;

16 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.  
17 BC369846;

18 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central  
19 District of California, Case No. CV-07-3678-ABC;

20 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los  
21 Angeles Superior Court Case No. BC380996;

22 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior  
23 Court Case No. BC383266;

24 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior  
25 Court Case No. RG 0265835;

26 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.  
27 05CECG02189;

28 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,



1 Central District of California, Case No. CV08-06691 SVW (PLA)

2 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court  
3 Case No. BC342588;

4 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.  
5 BC374816;

6 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.  
7 BC378990;

8 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central  
9 District of California, Case No. CV07-3237-DDP (PLAX);

10 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.  
11 BC410322;

12 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case  
13 No. BC412315;

14 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.  
15 BC397208;

16 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.  
17 BC399431;

18 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.  
19 37-2009-00103626-CU-OE-CTL;

20 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.  
21 BC451148;

22 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,  
23 Central District of California, Case No. CV 10-8916 DDP (CWx);

24 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles  
25 Superior Court Case No. BC432406;

26 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central  
27 District of California, Case No CV-10-02315-JEM;

28 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior

1 Court Case No. BC462603;

2 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior  
3 Court Case No. BC452570;

4 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-  
5 00366952-CU-OE-VTA;

6 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case  
7 No. BC421009;

8 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.  
9 1341987;

10 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court  
11 Case No. BC425708

12 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case  
13 No. BC436879;

14 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.  
15 RIC10020183;

16 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.  
17 BC411849;

18 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.  
19 BC411134;

20 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior  
21 Court Case No. 30-2011-0044011-CU-OE-CXC;

22 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central  
23 District of California, Case No. CV 10-0415 ODW (FMOx)

24 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.  
25 BC443792;

26 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.  
27 BC451489;

28 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court

1 Case No. CV 10-0968-PSG-FMOX;

2 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case  
3 No. BC425799;

4 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior  
5 Court Case No. BC446744;

6 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.  
7 BC456420;

8 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District  
9 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

10 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.  
11 BC436793;

12 ll. *Santos v. Noble Management Group-California, LLC*, United States District  
13 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

14 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior  
15 Court Case No. 30-2011-00473505;

16 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court  
17 Case No. BC436235;

18 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.  
19 BC451490;

20 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.  
21 RG10523946;

22 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of  
23 California, Case No. CV 11-09543 DSF (MRWx);

24 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-  
25 2011-00518396-CU-OE-CXC;

26 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central  
27 District of California, Case No. CV 10-0415 ODW (FMOx);

28 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case

1 No. BC320172;

2 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.  
3 BC361380;

4 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case  
5 No. BC357987.

6 5. I am also familiar with the practice of associate attorney Vincent Granberry who has  
7 worked as an associate with Lavi & Ebrahimian, LLP, since approximately May 2014. Mr.  
8 Granberry graduated from the Arizona State University Sandra Day O'Connor College of Law in  
9 2010, and has been practicing law since 2011. In 2014, Mr. Granberry was selected to the Southern  
10 California Rising Star Super Lawyers list issued by Thomas Reuters. Mr. Granberry has been  
11 involved in numerous employment cases in all aspects from inception up to trial, including  
12 California and Federal class actions, wrongful termination, discrimination, harassment, and  
13 retaliation cases.

14 6. Ms. Frencher has proven to be an adequate class representative. Ms. Frencher has  
15 conducted herself diligently and responsibly in representing the class in this litigation, understands  
16 her fiduciary obligations, and has actively participated in the prosecution of this case. Ms. Frencher  
17 does not have any interest that is adverse to the interests of the other class members. Ms. Frencher  
18 has performed considerable services on behalf of the class during the litigation by seeking an  
19 attorney, participating throughout litigation, searching for and providing information related to her  
20 employment and the employment conditions, spending time with counsel to get a better  
21 understanding of her work environment and requirements, providing needed information for  
22 mediation, settlement discussions, and potential class certification, attended mediation, and  
23 submitted to her deposition being taken.

24 7. Attached hereto as Exhibit 1 is a true and correct copy of excerpts of the deposition  
25 transcript of Susan Standley (hereinafter referred to as "Standley"), Defendant's Person Most  
26 Knowledgeable.

27 8. Attached hereto as Exhibit 2 is a true and correct copy of excerpts of the deposition  
28 transcript of Patty Guebara (hereinafter referred to as "Guebara"), Defendant's Person Most

1 Knowledgeable.

2 9. Attached hereto as Exhibit 3 is a true and correct copy of portions of Defendant's  
3 time system parameters programmed into Defendant's time keeping system authenticated at  
4 Standley 61:24-62:25, 67:11-19, 73:11-74:19, 75:11-77:9, 77:25-78:13, 64:8-24, 65:15-20.

5 10. Attached hereto as Exhibit 4 is a true and correct copy of Defendant's employee  
6 handbook produced in discovery and authenticated at Standley 42:21-43:9 and at Guebara 19:11-24.

7 11. Attached hereto as Exhibit 5 is a true and correct copy of Defendant's responses to  
8 Plaintiff's Special Interrogatories Set One.

9 12. Attached hereto as Exhibit 6 is a true and correct copy of Defendant's attendance  
10 policy bates numbered PACIFICA 90-93 authenticated at Standley 83:21-5, 85:14-19, 86:11-17.

11 13. Attached hereto as Exhibit 7 is a true and correct copy of Defendant's employee  
12 handbook bates numbered PACIFICA 21-37 authenticated at Standley 50:18-51:9 with Pacifica 25  
13 representing Defendant's time and attendance policy (Standley 52:13-17).

14 14. Attached hereto as Exhibit 8 is a true and correct copy of Defendant's automatic  
15 deduction rule set up in Defendant's time-keeping system bates numbered PACIFICA 85 and  
16 authenticated at Standley 62:17-25.

17 15. Attached hereto as Exhibit 9 is a true and correct copy of the declaration of class  
18 member Hivino R. Nolasco.

19 16. Attached hereto as Exhibit 10 is a true and correct copy of the declaration of class  
20 member Maria Rea.

21 17. Attached hereto as Exhibit 11 is a true and correct copy of the declaration of class  
22 member Jacob Tourey.

23 18. Attached hereto as Exhibit 12 is a true and correct copy of the declaration of class  
24 member Francesco Marroquin.

25 19. Attached hereto as Exhibit 13 is a true and correct copy of the declaration of class  
26 member Timothy Ogbu.

27 20. Attached hereto as Exhibit 14 is a true and correct copy of the declaration of class  
28 member Joshua Denogean.

1           21. Attached hereto as Exhibit 15 is a true and correct copy of the declaration of class  
2 member Marisol Twin Morales.

3           22. Attached hereto as Exhibit 16 is a true and correct copy of the declaration of class  
4 member Lilia Torres.

5           23. Attached hereto as Exhibit 17 is a true and correct copy of the declaration of class  
6 member Guillermo Chavez.

7           24. Attached hereto as Exhibit 18 is a true and correct copy of the declaration of class  
8 member Tchubenk Andrei.

9           25. Attached hereto as Exhibit 19 is a true and correct copy of the declaration of class  
10 member Debra Hollers.

11          26. Attached hereto as Exhibit 20 is a true and correct copy of the declaration of class  
12 member Adam Corey.

13          27. Attached hereto as Exhibit 21 is a true and correct copy of the declaration of class  
14 member Brenda Ninette.

15          28. Attached hereto as Exhibit 22 is a true and correct copy of the declaration of class  
16 member Thelma Ardella.

17          29. Attached hereto as Exhibit 23 is a true and correct copy of the declaration of class  
18 member Monae Leann.

19          30. Attached hereto as Exhibit 24 is a true and correct copy of the declaration of class  
20 member Kelly Kay.

21          31. Attached hereto as Exhibit 25 is a true and correct copy of the declaration of class  
22 member Denise Elizabeth Avila.

23          32. Attached hereto as Exhibit 26 is a true and correct copy of the declaration of class  
24 member Stephen Obinna Danielson-Ohiri.

25          33. Attached hereto as Exhibit 27 is a true and correct copy of the declaration of class  
26 member Zenda Wynn.

27          34. Attached hereto as Exhibit 28 is a true and correct copy of the declaration of class  
28 member De Jesus Zavaleta.

1           35. Attached hereto as Exhibit 29 is a true and correct copy of the questionnaire  
2 answered by class member Florence Edna Karania.

3           36. Attached hereto as Exhibit 30 is a true and correct copy of the questionnaire  
4 answered by class member Cynthia Lilian Solomon.

5           37. Attached hereto as Exhibit 31 is a true and correct copy of the questionnaire  
6 answered by class member Erica Salgado.

7           38. Attached hereto as Exhibit 32 is a true and correct copy of the questionnaire  
8 answered by class member Shaunna Marie Lofgren.

9           39. Attached hereto as Exhibit 33 is a true and correct copy of the questionnaire  
10 answered by class member Diana J. Pimentel.

11           40. Attached hereto as Exhibit 34 is a true and correct copy of the questionnaire  
12 answered by class member Pamela Goldman.

13           41. Attached hereto as Exhibit 35 is a true and correct copy of the questionnaire  
14 answered by class member Monica Valencia.

15           42. Attached hereto as Exhibit 36 is a true and correct copy of the questionnaire  
16 answered by class member Jorge Valdez.

17           43. Attached hereto as Exhibit 37 is a true and correct copy of the questionnaire  
18 answered by class member Leann Arjona.

19           44. Attached hereto as Exhibit 38 is a true and correct copy of the questionnaire  
20 answered by class member Jovita Alcala.

21           45. Attached hereto as Exhibit 39 is a true and correct copy of the declaration of class  
22 member Judas Hernandez Saucedo.

23           46. Attached hereto as Exhibit 40 is a true and correct copy of the declaration of Plaintiff  
24 Kyle Ellen Frencher.

25           47. Attached hereto as Exhibit 41 is a true and correct copy of Defendant's further  
26 supplemental and amended responses to Plaintiff's Special Interrogatories Set Two. In response to  
27 interrogatories numbers 82-87 asking for dates of meal break waivers, Defendant stated it would  
28 produce the written waivers of class members and has produced approximately 181 written 2nd

1 meal break waivers.

2 48. Attached hereto as Exhibit 42 is a true and correct copy of Defendant's written meal  
3 break waiver bates numbered Pacifica 3015 authenticated at Guebara 53:18-54:5. This meal break  
4 waiver is representative of one of the two versions of the 181 written waivers produced by  
5 Defendant.

6 49. Attached hereto as Exhibit 43 is a true and correct copy of Defendant's meal break  
7 waiver bates numbered Pacifica 2993 authenticated at Guebara 54:9-20. This meal break waiver is  
8 representative of the other of the two versions of the 181 written waivers produced by Defendant.

9 50. Attached hereto as Exhibit 44 is a true and correct copy of Defendant's supplemental  
10 response to Plaintiff's Special Interrogatories Set Two.

11 51. Attached hereto as Exhibit 45 is a true and correct copy of Defendant's further  
12 supplemental response to Plaintiff's Form Interrogatories General Set Two.

13 52. Attached hereto as Exhibit 46 is a true and correct copy of Defendant's amended and  
14 supplemental response to Plaintiff's Special Interrogatories Set One.

15 53. Attached hereto as Exhibit 47 is a true and correct copy of the questionnaire  
16 answered by class member Alvin M. Decipeda.

17 54. Attached hereto as Exhibit 48 is a true and correct copy of excerpts of the deposition  
18 of Kyle Frencher.

19 55. Attached hereto as Exhibit 49 is a true and correct copy of Defendant's Payroll  
20 Procedures bates numbered PACIFICA 79-80 and authenticated at Standley 79:25-80:17, 81:5-  
21 82:23.

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56. Attached hereto as Exhibit 50 are true and correct copies of all written meal period waivers produced by Defendant in written discovery.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed this 21<sup>st</sup> day of September 2016, at Beverly Hills, California.

  
\_\_\_\_\_  
Joseph Lavi, Esq.

# EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of )  
herself and others similarly )  
situated, )  
) )  
Plaintiff, )  
) )  
vs. ) Case No. BC559056  
) )  
PACIFICA OF THE VALLEY )  
CORPORATION dba PACIFICA )  
HOSPITAL OF THE VALLEY; and )  
DOES 1 to 100, inclusive, )  
) )  
Defendants. )  
\_\_\_\_\_ )

DEPOSITION OF SUSAN STANDLEY

Beverly Hills, California

Tuesday, June 14, 2016

Reported by: Nancy Kramer  
CSR No. 8756  
NDS Job No.: 181218

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of )  
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) )  
PACIFICA OF THE VALLEY )  
CORPORATION dba PACIFICA )  
HOSPITAL OF THE VALLEY; and )  
DOES 1 to 100, inclusive, )  
) )  
Defendants. )  
\_\_\_\_\_ )

DEPOSITION OF SUSAN STANDLEY,

taken on behalf of the Plaintiff, at 8889 West  
Olympic Boulevard, Suite 200, Beverly Hills,  
California, commencing at 9:03 a.m. and ending  
at 11:41 a.m., on Tuesday, June 14, 2016,  
before Nancy Kramer, CSR No. 8756, pursuant to  
Notice.

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APPEARANCES:

For the Plaintiff:

LAVI & EBRAHIMIAN, LLP  
BY: JOSEPH LAVI, ESQ.  
8889 West Olympic Boulevard  
Suite 200  
Beverly Hills, California 90211  
(310) 432-0000

For the Defendants:

FOLEY & LARDNER, LLP  
BY: ARCHANA R. ACHARYA, ESQ.  
555 South Flower Street  
Suite 3500  
Los Angeles, California 90071  
(213)972-4500

Also Present:

PATTY GUEBARA

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## INDEX

## WITNESS

SUSAN STANDLEY

## EXAMINATION

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BY MR. LAVI

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BY MS. ACHARYA

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## EXHIBITS

## MARKED

## DESCRIPTION

PAGE

Exhibit 1 Plaintiff Kyle Frencher's Notice of  
Deposition of Defendant Pacifica of  
the Valley Corporation Person Most  
Knowledgeable

9

Exhibit 2 Employee Handbook from Pacifica,  
(Bates stamped Pacifica 1 through  
Pacifica 20)

42

Exhibit 3 Pacifica's Employee Handbook,  
(Bates stamped Pacifica 21 through  
Pacifica 37)

50

Exhibit 4 Pacifica Employee Handbook, (Bates  
stamped Pacifica 38 through  
Pacifica 72)

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Exhibit 5 Collective Bargaining Agreement  
with Pacifica Hospital of the  
Valley, (Bates stamped 2723 2859)

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Exhibit 6 Document, (Bates stamped Pacifica  
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BEVERLY HILLS, CALIFORNIA;  
TUESDAY, JUNE 14, 2016; 9:03 A.M.

SUSAN STANDLEY,  
having been first duly sworn, was  
examined and testified as follows:

EXAMINATION

BY MR. LAVI:

Q Good morning.

A Good morning.

Q Could you please state and spell your name for  
the record.

A Susan Standley. S-T-A-N-D-L-E-Y.

Q Ms. Standley, have you ever had your deposition  
taken before?

A Once.

Q How long ago was that?

A Twelve, 13 years.

Q I'm sure Archana has covered the deposition  
with you, but I just want to go over the ground rules  
just to make sure we are all on the same page.

I'm going to be asking you a series of  
questions today pertaining to various topics. You might

1 not know the exact answer in response to my question;  
2 however, I am entitled to your best estimate.

3 Do you understand that?

4 A Yes.

5 Q However, no one wants you to guess. The  
6 example I always give people to distinguish between a  
7 guess and an estimate is, if I ask you what's the length  
8 of the conference room table here, you can take a look  
9 at it and give me an estimate as to the length of the  
10 table.

11 If I ask you what's the length of the  
12 conference table on the other side, you have no idea  
13 because you have never seen it and that would be a  
14 complete guess.

15 Do you understand the difference?

16 A Yes.

17 Q Now, since the court reporter is transcribing  
18 everything that we are going to be talking about here  
19 today, you have to give me verbal responses.

20 A Okay.

21 Q Which means that if you say, "Uh-huh" or  
22 "Huh-uh," which happens all the time, I'm going to ask  
23 you, "Is that a yes?" "Is that a no," just to clarify  
24 it.

25 Do you understand that?



1 A Okay.

2 Q Pacifica of the Valley, can we just refer to it  
3 as Pacifica?

4 A Yes.

5 Q And just to be clear, when I say non-exempt  
6 employees, you know what I'm talking about, right?

7 A Yes, I do.

8 Q What is your understanding as to what is  
9 non-exempt employees?

10 A Employees who are entitled to overtime and they  
11 are not on salary.

12 Q All right. Ms. Standley, are you currently an  
13 employee?

14 A Yes.

15 Q Who is your employer?

16 A Pacifica Hospital of the Valley.

17 Q How long have you been employed by Pacifica?

18 A A little over ten years.

19 Q What is your current position?

20 A Payroll Coordinator II.

21 Q What does Payroll Coordinator II mean?

22 What are your job duties?

23 MS. ACHARYA: Better question.

24 THE WITNESS: I'm not quite sure what the

25 II is. It's just something they tacked on there. I

1 process the entire payroll for the hospital. It is all  
2 done in-house.

3 BY MR. LAVI:

4 Q How long have you been Payroll Coordinator II?

5 A Ten years.

6 Q So you have been in the same position for the  
7 last ten years?

8 A Yes.

9 Q Very good. Who do you report to?

10 A My supervisor's name is Denise Smythe.

11 S-M-Y-T-H-E.

12 Q S-M-Y-T-H-E?

13 A Yes.

14 Q And what is her title?

15 A She is the CFO.

16 Q Now, as Payroll Coordinator II -- strike that.

17 I'm going to ask you a series of questions.

18 They are somewhat redundant, but I just have to ask you  
19 to make sure we have a clear record. It will probably  
20 be much easier for you if you look at Exhibit No. 1 and  
21 just follow my questions.

22 Do you understand that you have been designated

23 as the person most knowledgeable with regards to

24 Pacifica's policies, procedures and practices regarding

25 clocking in and out for all non-exempt employees,

1 including at the beginning and end of the shift, as well  
2 as at the beginning and end of meal breaks during the  
3 class period September 29, 2010 to present?

4 A Yes.

5 Q Do you believe that you are the person most  
6 knowledgeable in that category?

7 A Yes.

8 Q Have you taken -- strike that.

9 Have you written any polices, procedures and  
10 practices with regards to this topic?

11 A I'm sorry?

12 Q Have you written any polices or procedures and  
13 practices pertaining to this topic?

14 A No.

15 Q Have you made any suggestions or contribution  
16 as to the policies, procedures and practices pertaining  
17 to this topic?

18 A No.

19 Q You also understand that you have been  
20 designated as the person most knowledgable with regards  
21 to Pacifica's policies, procedures and practices  
22 regarding calculating all hourly non-exempt employees'  
23 work hours, including regular and overtime during the  
24 class period of September 2010 to present?

25 A Yes.

1 Q Do you believe that you're the person most  
2 knowledgeable in that category?

3 A Yes.

4 Q Did you write any of the polices, procedures  
5 pertaining to that category?

6 A No.

7 Q Did you make any suggestions or accommodations  
8 as to the polices and procedures pertaining to this  
9 topic?

10 A No.

11 Q You understand that you have also been  
12 designated as the person most knowledgeable with regard  
13 to Pacifica's policies, procedures and practices  
14 regarding calculating duration of meal breaks during the  
15 class period?

16 A Yes.

17 Q Do you believe that you are the person most  
18 knowledgeable for that category?

19 A Yes.

20 Q Did you take any part in writing the policies,  
21 procedures and practices with regards to this category?

22 A No.

23 Q Did you contribute any ideas as to the  
24 policies, procedures and practices should be applied in  
25 this category?

1 A No.

2 Q You understand that you have been designated as  
3 the person most knowledgeable with regards to Pacifica's  
4 policies, procedures and practices regarding  
5 compensation of the hourly non-exempt employees,  
6 including regular and overtime wages during the class  
7 period of September 2010 to present?

8 A Yes.

9 Q Do you believe you are the person most  
10 knowledgeable in this category?

11 A Yes.

12 Q Have you written any policies, procedures and  
13 practices pertaining to this topic?

14 A No.

15 Q Did you contribute as to how these policies,  
16 procedures and practices should be applied?

17 A No.

18 Q You understand that you have been designated as  
19 the person most knowledgeable with regards to policies,  
20 procedures and practices regarding rounding, shaving and  
21 auto deduction of time from hourly non-exempt employees'  
22 work hours during the class period of September 2010 to  
23 present?

24 A Yes.

25 Q Do you believe that you're the person most

1 knowledgeable in this category?

2 A Yes.

3 Q Did you take any part in writing the policies,  
4 procedures and practices in this category?

5 A No.

6 Q Did you make any contribution as to the  
7 policies and procedures in this category?

8 A No.

9 Q Moving to No. 7 on that page. Do you  
10 understand that you have been designated as the person  
11 most knowledgeable with regards to Pacifica's policies,  
12 procedures and practices regarding payment of premium  
13 wages for missed second meal breaks and number of times  
14 and dates that Defendant Pacifica has paid premium wages  
15 for missed second meal breaks during the class period?

16 A Yes.

17 Q Do you believe that you are the person most  
18 knowledgeable in that category?

19 A Yes.

20 Q Did you write any policies, procedures with  
21 regards to this topic?

22 A No.

23 Q Did you take any part in writing those policies  
24 and procedures?

25 A No.

1 Q Do you also understand that you have been  
2 designated as the person most knowledgeable with regards  
3 to policies, procedures and practices regarding all  
4 non-exempt employees' wage statements during the class  
5 period?

6 A Yes.

7 Q Do you believe that you're the person most  
8 knowledgeable in that category?

9 A Yes.

10 Q Did you take any part in writing the policies  
11 and procedures in this category?

12 A No.

13 Q Did you contribute to -- strike that.  
14 Did you contribute to the policies and  
15 practices with regard to how this policy should be  
16 implemented?

17 A No.

18 Q Do you also understand that you have been  
19 designated as the person most knowledgeable with regards  
20 to the policies, procedures and practices regarding  
21 payment of final wages to terminated and/or resigned  
22 employees during the class period of September 2010 to  
23 present?

24 A Yes.

25 Q Do you believe that you are the person most

1 knowledgeable in this category?

2 A Yes.

3 Q Did you take any part in writing the policies  
4 and procedures in this category?

5 A No.

6 Q Did you contribute anything as to how these  
7 policies and procedures should be implemented?

8 A No.

9 Q All right. That covers that.

10 Off the record.

11 (Whereupon a discussion was held off the record.)

12 MR. LAVI: Back on the record.

13 Q Pacifica has different shifts during the day,  
14 correct?

15 A Yes.

16 Q Regardless of the shifts, all the policies and  
17 procedures applies to all the employees, correct?

18 MS. ACHARYA: Objection, vague.

19 In what regard?

20 BY MR. LAVI:

21 Q The topics that you have been designated as the  
22 person most knowledgeable, in regards to those topics.

23 Regardless of the exempt employees working

24 first shift or second shift or third shift, whatever

25 shifts there might be, all the policies and procedures



1 are the same, correct?

2 MS. ACHARYA: Did you say exempt or non-exempt?

3 MR. LAVI: Non-exempt.

4 THE WITNESS: Yes.

5 BY MR. LAVI:

6 Q Okay. Let me just make sure. Archana may be  
7 correct.

8 All the policies and procedures that apply to  
9 non-exempt employees, regardless of the shift that they  
10 work, are the same, correct?

11 A Yes.

12 Q I think it's easier if we do it like this.

13 Pacifica had policies and procedures in place  
14 that required the employees to clock in at the beginning  
15 of the shift, right?

16 A Yes.

17 Q And they also had policies and procedures in  
18 place that required the employees to clock out at the  
19 end of the shift as well, right?

20 THE REPORTER: I didn't get an answer.

21 THE WITNESS: I'm sorry. Yes.

22 BY MR. LAVI:

23 Q Pacifica also had a policies and procedures in  
24 place to clock out at the beginning of the meal breaks  
25 and clock back in at the end of the meal breaks,

1 BY MR. LAVI:

2 Q That's a bad question.

3 Pacifica had a policy and procedure in place  
4 during the class period which required the employees to  
5 clock out at the beginning of the meal break and to  
6 clock back in at the end of the meal break, correct?

7 MS. ACHARYA: I'm just going to object as to  
8 compound for policy and procedure.

9 You can still answer.

10 THE WITNESS: Yes.

11 BY MR. LAVI:

12 Q Pacifica also had a policy and procedure in  
13 place which required the employees to be at their  
14 workstation at the beginning of a shift, correct?

15 MS. ACHARYA: Objection. Compound as to policy  
16 and procedure.

17 THE WITNESS: I don't recall if there's a  
18 specific policy stating that.

19 BY MR. LAVI:

20 Q Have you ever reviewed the employee handbook in  
21 this case?

22 A Yes.

23 Q When was the last time you reviewed the  
24 employee handbook?

25 A The last time I looked at it?

1 after the start of their shift? Correct?

2 MS. ACHARYA: Objection, vague and ambiguous.

3 BY MR. LAVI:

4 Q You can answer.

5 A I know. I'm thinking. They can clock in up to  
6 seven minutes late and not be penalized on their time.

7 Q But they would be considered tardy?

8 A In some departments, yes.

9 Q Meaning all departments?

10 A Some departments.

11 Q Which departments they would not be considered  
12 tardy if they clock in --

13 A Well, it would depend on who the supervisor is.  
14 We have some supervisors that are more lax than others.

15 Q Right now I'm not talking about supervisors.  
16 I'm talking about Pacifica's policies. There's a  
17 difference. Do you understand that?

18 A Yes, I do.

19 Q Pacifica does not have a policy which allows  
20 the employees to clock in up to seven minutes after the  
21 start of their shift, correct?

22 MS. ACHARYA: Objection. Assumes facts, lacks  
23 foundation and asked and answered.

24 BY MR. LAVI:

25 Q You can answer.

1 MS. ACHARYA: If you understand.

2 THE WITNESS: I don't.

3 No. The policy doesn't state that you are  
4 allowed to clock in seven minutes late.

5 BY MR. LAVI:

6 Q And the policy does not allow the employees to  
7 clock in up to -- strike that.

8 The policy also does not allow the employees to  
9 clock out up to seven minutes before the end of the  
10 shift, correct?

11 A Isn't that just the same question?

12 Q No. So the first question I asked you had to  
13 do with the beginning of a shift and allowing the  
14 employees to clock in up to seven minutes after the  
15 shift starts.

16 A Oh, okay.

17 Q This question has to do with the end of the  
18 shift. So Pacifica's policies and procedures do not  
19 allow the employees to clock out up to seven minutes  
20 before end of the shift, correct?

21 MS. ACHARYA: Objection. Compound, lacks  
22 foundation, assumes facts.

23 You can answer.

24 THE WITNESS: No.

25 ///

1 BY MR. LAVI:

2 Q No, it does not, or no, I'm wrong?

3 A No, it does not.

4 Q And if the employees continue to be tardy, they  
5 could be disciplined, right?

6 A Yes, they can.

7 Q And the discipline could be either a verbal  
8 warning, right?

9 A Yes.

10 Q If they continue being tardy, it could escalate  
11 to a written warning, correct?

12 A Yes.

13 Q And ultimately could lead to termination,  
14 right?

15 A Termination would be a last resort. With the  
16 unions, terminations are rare.

17 Q But it does happen?

18 A I don't ever recall anybody being terminated  
19 for being late.

20 Q But they do get disciplined?

21 A Yes. Rarely.

22 Q And the policies and procedures we just talked  
23 about, that's with regards to the class period of 2010  
24 to present, right?

25 A Yes.

1 Q If an employee keeps leaving early at the end  
2 of the shift, they also could be disciplined, right?

3 A Yes.

4 Q Same thing, could be verbal, written and  
5 potential termination, correct?

6 A Yes.

7 Q Did Pacifica keep track of the non-exempt  
8 employees' meal break duration?

9 MS. ACHARYA: Objection. Vague and ambiguous  
10 and overbroad.

11 BY MR. LAVI:

12 Q During the class period.


13 A In what way?

14 Q In any way.

15 A If they clock in and out for their meal period,  
16 then there are some time-keeping records.

17 Q Do all the employees clock out and in for their  
18 meal breaks?

19 A Not all.



20 Q For the ones that do not clock out and in for  
21 their meal breaks, how does Pacifica keep track of those  
22 employees' meal break duration?

23 A The time-keeping system has an auto deduct of  
24 30 minutes.

25 Q I understand that. But my question is, by

1 looking at employees' timecards, how can you tell the  
2 duration of their meal break for that employee on any  
3 given day if they do not clock out and in for their meal  
4 breaks?

5 A Well, it automatically takes the half hour. So  
6 if they clock in -- like our 12-hour shifts. If they  
7 clock in at 7:00 a.m. in the morning and 7:30 in the  
8 evening, then it calculates total hours at 12.

9 Q Right. And it clocks automatically at 30  
10 minutes?

11 A Yes.

12 Q And it does one meal break, correct?

13 A Yes.

14 Q And all the meal breaks are not paid?

15 A Yes.

16 Q Has Pacifica ever paid for off-duty meal  
17 breaks?

18 MS. ACHARYA: I'm sorry. Did you say -- can  
19 you repeat the previous question? All meal breaks are  
20 unpaid?

21 MR. LAVI: Are not paid.

22 MS. ACHARYA: Okay. I'm just going to object  
23 as overbroad. Sorry. Delayed objection.

24 THE WITNESS: I'm sorry. What was --

25 ///

1 Q How many -- let's do it differently.

2 How many employees currently work for Pacifica

3 that are non-exempt employees?

4 A About 610.

5 Q Non-exempt employees that currently work for

6 Pacifica, correct?

7 A Umm-hmm.

8 Q Yes?

9 A Yes. Sorry.

10 Q That's okay.

11 A I'm a head shaker.

12 Q Not a big deal. It's going to happen

13 throughout the day, so I'm just going to ask you is that

14 a yes or a no. Don't worry about it.

15 Since September 2010 to present, do you know

16 how many former employees were not-exempt employees that

17 worked for Pacifica? Ballpark.

18 A No. I have no idea.

19 Q What percent of the non-exempt employees clock

20 out and clock in for their meal breaks?

21 A 40 to 50.

22 Q And 40 to 50 percent of the employees do not

23 clock out for their meal breaks and do not clock back

24 in, right?

25 A Correct.



1 Q Now, as to the 40 to 50 percent of the  
2 employees that do not clock out or clock back in, how  
3 does Pacifica keep track of the meal break durations for  
4 those employees?

5 A If they do not tell us that they didn't get  
6 their meal break, then it is logical to assume that they  
7 did and the 30 minutes is automatically deducted.

8 MR. LAVI: Move to strike as nonresponsive.

9 Q I'm asking how does Pacifica keep track of it.  
10 I'm not talking about what the employees do. What does  
11 Pacifica do?


12 A On the time-keeping system.

13 Q So if we look at the time-keeping system and  
14 there is a punch at the beginning of the day and a punch  
15 at the end of the day, how can you tell from those two  
16 punches if an employee took a 35-minute meal break or a  
17 25-minute meal break?

18 MS. ACHARYA: Objection. Asked and answered.

19 THE WITNESS: If they haven't stated that they  
20 missed their lunch and it is not noted on the memo line,  
21 then they've taken their lunch and it's deducted.

22 BY MR. LAVI:



23 Q Okay. So is it fair to say Pacifica has no  
24 idea as to whether those employees take 35 minutes or  
25 25-minute lunch breaks?

1 A I personally wouldn't know that.

2 Q Right. And if you look at the timecards for  
3 all the 610 employees, 50 percent of them do not have  
4 punch in or punch out. You cannot tell me, sitting here  
5 today, how long was the duration of the meal break for  
6 each of those employees that did not clock out?

7 A No -- yes, that is correct. And I also  
8 wouldn't know if they decided to take an hour instead of  
9 their 30 minutes.

10 Q Right. If they had taken an hour, there's a  
11 policy and procedure which requires the employees to be  
12 back from their meal breaks on time, right?

13 A Umm-hmm.

14 Q Yes?

15 A Yes.

16 Q And if the employee continues to keep taking a  
17 longer lunch break than 30 minutes, they would be  
18 disciplined, correct?

19 MS. ACHARYA: Objection. Lacks foundation,  
20 assumes facts.

21 THE WITNESS: If they're caught.

22 BY MR. LAVI:

23 Q Correct. Now, Pacifica is a hospital, right?

24 A Yes, it is.

25 Q And pursuant to state law, they are required

1 minimum number of employees per patient, right?

2 A That I'm not involved in at the hospital, so I  
3 don't have an answer for that.

4 Q With regards to ratio of employees, whether  
5 employees can't work or can't take time off, do you get  
6 involved with that?

7 A No.

8 MR. LAVI: At times I go really fast. If you  
9 could, just let me know.

10 THE REPORTER: I will.

11 BY MR. LAVI:

12 Q The punch history of the employees on the  
13 timecards, that shows the duration of the shifts for the  
14 employees, correct?

15 A Correct.

16 Q And the punch data, as far as you know, those  
17 are accurate?

18 A Yes.

19 Q And the total number of the hours that  
20 employees have worked, that is accurately reflected on  
21 the timecards?

22 A Yes.

23 Q The first punch on an employees's timecard  
24 shows when the employee started to work, correct?

25 A Yes.

1 Q If an employee clocks out for a lunch break,  
2 that punch shows when they started their lunch break,  
3 correct?

4 A Yes.

5 Q If an employee clocks back in after the lunch  
6 break, that shows when the lunch break was ended,  
7 correct?

8 A Yes.

9 Q And when the employee clocks out at the end of  
10 the day, that shows when the shift is over, correct?

11 A Yes.

12 Q Since September 2010 to present, are you aware  
13 of any time that the system was not working properly and  
14 the time punches are not accurately reflected?

15 A No.

16 Q Perfect. What's the time system called that  
17 Pacifica uses?

18 A Kronos.

19 THE REPORTER: I'm sorry?

20 THE WITNESS: Kronos. K-R-O-N-O-S.

21 BY MR. LAVI:

22 Q And the Kronos has been used since September  
23 2010, correct?

24 A Yes.

25 Q So let's look at the calculation of the work

1 hours. It is my understanding that, as you testified  
2 earlier, there is an automatic deduction of 30 minutes  
3 from the employee's daily work hours for lunch break,  
4 correct?

5 A Yes.

6 Q And if an employee -- there are 50 percent that  
7 clock in and out for lunch breaks and 50 percent that do  
8 not, right?

9 A Yes.

10 Q For the 50 percent that clock out and in for  
11 the lunch breaks, does the auto deduct also apply to  
12 those employees?

13 A No, it does not. The system voids it.

14 Q What do you mean?

15 A If somebody clocks in and out for lunch, the  
16 system recognizes that there's lunch punches for 30  
17 minutes and it does not auto deduct.

18 Q Okay. So if an employee clocks, let's say for  
19 example, 20 minutes for a lunch break, is only 20  
20 minutes deducted or it still deducts 30 minutes?

21 A Twenty minutes.

22 Q Now, are there classification of employees that  
23 clock in and out versus employees that do not?

24 A What do you mean "classification"?

25 Q You said there are approximately 40 percent of

1 the non-exempt employees, they clock out and in for the  
2 lunch breaks, right?

3 Yes?

4 A Yes.

5 Q Is that based on department? Is it based on  
6 shift? Is it based on category? How is it that  
7 40 percent clock in and out for lunch breaks and  
8 60 percent doesn't?

9 MS. ACHARYA: Objection, misstates testimony.

10 Go ahead.

11 THE WITNESS: The nursing departments are the  
12 ones mostly that don't clock in and out, the 12-hour  
13 shifts.

14 BY MR. LAVI:

15 Q Okay.

16 A Non-patient care, all of those departments  
17 clock in and out.

18 Q When you say "non-patient care," that refers to  
19 what?

20 A Business office, human resources, lab.

21 Q Okay.

22 A Anything that's not directly involved with  
23 patients.

24 Q For example, I'm assuming that Pacifica has a  
25 cafeteria?

1 A Yes, we do.

2 Q Are those part of the non-patient care or are  
3 those part of the patient care?

4 MS. ACHARYA: Objection. Vague and ambiguous  
5 as to the term "those."

6 THE WITNESS: Non-patient.

7 BY MR. LAVI:

8 Q So those people -- so the cafeteria, for  
9 example, they clock out and in for the meal breaks?

10 A Yes.

11 Q Let's do this. The direct patient categories,  
12 we've got the nurses. Who else?

13 A Respiratory.

14 Q Who else?

15 A That's it.

16 Q How many nurses are there?

17 MS. ACHARYA: Objection, vague as to time.

18 Currently?

19 MR. LAVI: Currently.

20 THE WITNESS: Around 180 RNs.

21 BY MR. LAVI:

22 Q And how many respiratory care employees are  
23 there currently?

24 A I want to say around 20.

25 Q Would it be fair to say that that's

1 approximately the number every year during the class  
2 period?

3 A Yes.

4 Q And basically there are approximately 410  
5 non-direct patient care employees?

6 A Well, no. Some of the other that aren't  
7 included, RNs or CNAs and LVNs, and I can't give you  
8 numbers on those.

9 Q Is it more than nurses or is it less than  
10 nurses? Strike that.

11 Are there more LVNs and CNAs than nurses, or  
12 are there more nurses than LVNs and CNAs?

13 A Off the top of my head, I really don't know.

14 Q All right. But LVNs and CNAs, they also do not  
15 clock out for their meal breaks, correct?

16 A Correct. They are 12-hour employees.

17 Q Any other employees that do not clock out for  
18 lunch?

19 A No.

20 Q And the nurses are 12-hour shift employees,  
21 correct?

22 A Yes.

23 Q Which means that they work 12-and-a-half hours  
24 with half hours for lunch breaks, right?

25 A Yes.



1 Q Same thing with respiratory, they work  
2 12-and-a-half-hour shifts, however, half-hour is lunch  
3 break, correct?

4 A Yes.

5 Q And same thing with LVNs and CNAs. It's  
6 12-and-a-half hours, but they get half an hour for lunch  
7 break, correct?

8 Okay.

9 THE REPORTER: I didn't get an answer.

10 THE WITNESS: Yes.

11 BY MR. LAVI:

12 Q So the nurses, the respiratory, CNAs and LVNs,  
13 they get the 30-minute auto deduction for meal breaks  
14 every day, correct?

15 A Yes.

16 Q And all the employees, other than those four  
17 categories, their meal break is calculated based on  
18 their actual punches?

19 A Yes.

20 Q Now, it's my understanding that Pacifica does  
21 not pay the employees based on their actual punches on  
22 the timecard for the beginning and end of the shift,  
23 correct?

24 MS. ACHARYA: Objection. Vague, lacks  
25 foundation.

1 BY MR. LAVI:

2 Q Let me ask it differently.

3 Pacifica uses a system which is called

4 rounding. Have you heard that?

5 A Yes.

6 Q Now, their rounding applies to all non-exempt

7 employees, correct?

8 A Yes, it does.

9 Q The rounding applies to the shifts at the

10 beginning of the day and the shifts at the end of the

11 day, correct?

12 A Umm-hmm, yes.

13 Q Now, do you know, what are the parameters that  
14 are set for the rounding?

15 A Seven minutes.

16 Q Seven minutes --

17 A If they clock in seven minutes before, it  
18 rounds to the hour. If they clock out seven minutes  
19 after, it rounds to the quarter hour.

20 Q So just to use time to make sure we understand  
21 the same thing. Let's say, for example, an employee's  
22 shift is 6:00 a.m. If the employee clocks in at 3:53,  
23 does that go -- I'm sorry, 5:53 --

24 A I'm like, that's odd.

25 MS. ACHARYA: Came very early to work.

1 A I'm sorry.

2 Q It's okay.

3 A I thought you were speaking to her.

4 MS. ACHARYA: He just asked if you could see  
5 where --

6 THE WITNESS: Yes.

7 MS. ACHARYA: She was reading it.

8 THE WITNESS: I'm sorry. I thought you were  
9 talking to her.

10 MR. LAVI: No worries.

11 MS. ACHARYA: Don't worry.

12 BY MR. LAVI:

13 Q Don't worry. First off, this employee handbook  
14 that we just marked as Exhibit No. 2, it has been given  
15 to all non-exempt employees, correct?

16 A Yes.

17 Q And it's true as of employees that have been  
18 employed since September 2010 to present, correct?

19 A Yes.

20 Q The time and attendance policy that is on  
21 Page 6, that applies to all non-exempt employees,  
22 correct?

23 A Yes.

24 Q And I guess you testified earlier that the  
25 policy does not inform the employees that they can clock

1 in up to six minutes after the start of a shift,  
2 correct?

3 MS. ACHARYA: Objection, misstates testimony.

4 MR. LAVI: Great objection because I said seven  
5 minutes and here it says six minutes.

6 Q As you mentioned earlier, the policy doesn't  
7 inform the employees that they are able to clock in up  
8 to seven minutes after start of the shift, correct?

9 MR. LAVI: Did you get her response?

10 THE REPORTER: No. I could not hear her.

11 THE WITNESS: Yes.

12 BY MR. LAVI:

13 Q And the policy doesn't inform the employees  
14 that can clock out up to seven minutes before the end of  
15 shift, correct?

16 A Yes.

17 Q The policy informs them that the employees can  
18 clock in, in this policy, up to six minutes before start  
19 of the shift, correct?

20 A Handbook is not considered our policies.

21 Q I'm sorry. Employee handbook is not considered  
22 as policies?

23 A We have a policies and procedures book, and  
24 then we have the employee handbook.

25 Q Okay.

1 Q All right. So if an employee reads the  
2 employee handbook -- strike that.

3 Pacifica expects the employees to follow the  
4 policies and procedures that are listed in the employee  
5 handbook, right?

6 A Yes.

7 Q So when an employee gets an employee handbook  
8 and they read the policies and procedures on their time  
9 and attendance, Pacifica expects the employees to follow  
10 those policies and procedures, right?

11 A Yes.

12 Q I mean, in fact, Pacifica expects the employees  
13 to follow all of the procedures that's in the employee  
14 handbook, right?

15 A Well, yeah. It's expected, but it doesn't  
16 always happen.

17 Q Of course. And that's why people get fired,  
18 right?

19 MS. ACHARYA: Objection, assumes facts.

20 THE REPORTER: I didn't get your answer.

21 THE WITNESS: Not with our unions. Our CBAs  
22 pretty much override any policies that the hospital has.

23 BY MR. LAVI:

24 Q So let me ask you this, if that's the case,  
25 then why give the employee handbook?

1 A That would be a question for administration.

2 Q Did you go through the orientation when you  
3 were hired?

4 A I'm sorry?

5 Q Did you go through the orientation when you  
6 were hired?

7 A Yes, ten years ago.

8 Q Was there CBA back then?

9 A Yes, there was, but I did not receive one. I'm  
10 not union.

11 Q Did you receive the employee handbook?

12 A Yes, I did.

13 Q Did they tell you that they needed you to  
14 follow the policies and procedures in the employee  
15 handbook?

16 MS. ACHARYA: Objection with regards to the  
17 term "they."

18 THE WITNESS: Ten years ago, I don't recall.

19 BY MR. LAVI:

20 Q Employees get paid every two weeks?

21 A Yes.

22 Q And that's true as to all non-exempt employees?

23 A Yes.

24 Q If you turn to Page 13 of Exhibit No. 2,  
25 "Attendance." Do you see that?

1 A Yes.

2 Q The last sentence under that policy says, "A  
3 record of frequent tardiness or absence may be cause for  
4 termination of employment."

5 Did I read that correctly?

6 A I'm sorry. Did what?

7 Q Did I read that correctly?

8 A Yes, you did.

9 Q And this policy applies to all non-exempt  
10 employees during the class period, correct?

11 A Yes.

12 MS. ACHARYA: Can we take a break when you have  
13 the next stopping point?

14 MR. LAVI: Yes. We can take a break now.

15 MS. ACHARYA: Five minutes?

16 MR. LAVI: Sure.

17 (Whereupon a recess was taken.)

18 MR. LAVI: I'm going to mark this as Exhibit  
19 No. 3. It is Pacifica's Employee Handbook, Bates  
20 stamped Pacifica 21 through Pacifica 37.

21 (The document referred to herein was  
22 marked by the CSR as Plaintiff's Exhibit 3  
23 for identification and attached hereto and  
24 made part of this deposition.)

25 ///

1 before the shift starts.

2 A The way this is written, this is the way the  
3 union interprets it. And the union will not allow us to  
4 discipline anybody for clocking in and out within their  
5 seven-minute grace period.

6 MR. LAVI: Move to strike as nonresponsive.

7 Q I'm not talking about CBA. I'm not talking  
8 about the union. I'm talking about the document in  
9 front of you. Do you understand that?

10 A Yes, I understand that --

11 Q Okay. So --

12 A But I'm trying to explain how our hospital  
13 works.

14 Q I'm not talking about the hospital. I'm  
15 talking about the employee handbook. Okay?

16 The employee handbook in front of you has  
17 policies in it, right?

18 A Yes.

19 Q And this is what has been given to the  
20 employees, right?

21 A Yes.

22 Q Pacifica 25, I want you to point out where it  
23 says that the employees can clock in up to seven minutes  
24 before the start of their shift. Do you see that in  
25 this policy?



1 A No.

2 MS. ACHARYA: I'm sorry.

3 BY MR. LAVI:

4 Q If you look at the first line, it says that,  
5 "You are prohibited from clocking in earlier than seven  
6 minutes before the start of your shift," right?

7 A Yes.

8 Q And it also says that they are prohibited from  
9 clocking out later than seven minutes beyond the  
10 scheduled quitting time, right?

11 A Yes.

12 Q Now, where does this policy say that you are  
13 able to clock in up to seven minutes after start of your  
14 shift without being disciplined?

15 MS. ACHARYA: Objection. Overbroad, asked and  
16 answered and vague.

17 THE WITNESS: That wording is not there, but  
18 the interpretation is.

19 BY MR. LAVI:

20 Q Where does this policy, the wording, say that  
21 the employees can clock out up to seven minutes before  
22 end of the shift without being disciplined?

23 MS. ACHARYA: Same objections.

24 THE WITNESS: The wording is not there.

25 ///

1 BY MR. LAVI:

2 Q Okay. All right. Let's look at Pacifica 31,

3 "Attendance." Do you have that in front of you?

4 A Yes, I do.

5 Q Once again, the last sentence under that policy

6 states, "A record of frequent tardiness or absence may

7 be cause for termination of employment," correct?

8 A Yes. It says "may."

9 Q Right.

10 I'm going to mark this as Exhibit No. 4. And  
11 for purposes of identification, it is Pacifica Employee  
12 Handbook Bates stamped Pacifica 38 through 72.

13 (The document referred to herein was  
14 marked by the CSR as Plaintiff's Exhibit 4  
15 for identification and attached hereto and  
16 made part of this deposition.)

17 BY MR. LAVI:

18 Q Ms. Standley, please take a look at Exhibit  
19 No. 4 and let me know if you have seen this document  
20 before.

21 A Yes, I have.

22 Q What is Exhibit No. 4?

23 A Employee handbook.

24 Q Do you know for what year?

25 A No, I do not.

1 Q And once again, this employee handbook applies  
2 to all non-exempt employees during the class period,  
3 correct?

4 A Yes.

5 Q Same thing. If you look at Pacifica 53,  
6 "Attendance." Do you have that?

7 A Yes, I do.

8 Q Once again, the employee handbook informs the  
9 employees that frequent tardiness can lead to  
10 termination, correct?

11 Pacifica 53 continues on to Page 54. Do you  
12 see that?

13 A Yes, I do. Yes, it does.

14 Q So you said that the employee handbook and the  
15 CBA informs the employees of policies and procedures,  
16 right?

17 A Yes.

18 MR. LAVI: I'm going to mark this as Exhibit  
19 No. 5, Bates stamped Pacifica 2723 through 2827.

20 MS. ACHARYA: Can you repeat the Bates number?

21 MR. LAVI: Actually, let's go off the record.  
22 (Whereupon a discussion was held off the record.)

23 MR. LAVI: Mark this as Exhibit No. 5, Bates  
24 stamped Pacifica 2723 through Pacifica 2859.

25 (The document referred to herein was

1 Pacifica 94. There's a bunch of various policies with  
2 no names on it.

3 (The document referred to herein was  
4 marked by the CSR as Plaintiff's Exhibit 6  
5 for identification and attached hereto and  
6 made part of this deposition.)

7 MS. ACHARYA: Could you read back what he just  
8 said?

9 (Whereupon the requested portion of the  
10 record was read by the reporter.)

11 MS. ACHARYA: I'm just going to say the exhibit  
12 speaks for itself, but there's other documents here that  
13 are not policies.

14 MR. LAVI: Okay. So we will go over them.

15 Q All right. Ms. Standley, would you please --  
16 you know what? I'll do it differently.

17 Why don't you turn to Page Pacifica 85. Do you  
18 have that in front of you?

19 A Yes, I do.

20 Q Pacifica 85, have you seen this document  
21 before?

22 A Yes.

23 Q What is Pacifica 85?

24 A It's the deduction rule set up in our  
25 time-keeping system.

1 Q And this is the deduction rule set up for what?

2 A For the meal breaks.

3 Q So this is 30 minutes of meal break deduction  
4 for every day of the week, correct?

5 A Yes.

6 Q And there is -- on the right side of the policy  
7 it says "Trigger." Do you see that?

8 A Yes.

9 Q And it's by length of the shift, correct?

10 A That's what it says, yes.

11 Q Do you know what is the length of the shift  
12 that is referring to?

13 A No, I don't. I didn't do this programming.

14 Q Is it true that as long as an employee works  
15 more than six hours, based on the minimum shift length,  
16 to trigger the deduction has to be six hours?

17 A Yes. Or if it's agreed upon between the  
18 employee and the supervisor, the half hour is waived.

19 So if an employee, for example, only works six  
20 hours that day, by law they are required to take a  
21 lunch, but it is legal for them to waive their half hour  
22 if they have permission to do so.

23 Q Right. But the way the system is set up is

24 that if an employee works six and a half hours --

25 A Yes.

1 Q -- the system automatically deducts half an  
2 hour because the minimum shift length has triggered the  
3 auto deduction, correct?

4 A Yes.

5 Q And this applied to all non-exempt employees  
6 during the class period, correct?

7 A Yes.

8 Q Could you please turn to Pacifica 76.

9 A You said 76?

10 Q Yes.

11 A We're going backwards?

12 Q Yes.

13 A Okay.

14 Q For no particular reason except that's how I  
15 have it.

16 A Okay. I just wanted to make sure I was going  
17 in the right direction.

18 Q Pacifica 76, have you seen this document  
19 before?

20 A Yes.

21 Q What is Pacifica 76?

22 A It says "Edit Break Rule."

23 Q What does it refer to?

24 A The length of the breaks.

25 MS. ACHARYA: If you don't know, you have to

1 tell him you don't know. Don't guess.

2 THE WITNESS: Okay. Yeah, this was part of  
3 programming that I did not do, so I'm not sure.

4 BY MR. LAVI:

5 Q Since you calculate -- strike that.

6 Since you have been designated as the person  
7 most knowledgeable with regards to calculating employees'  
8 work hours -- right?

9 A Yes.

10 Q -- do you know how this break rule plays into  
11 calculating into the employees' work hours?

12 A Not this specific one. The only thing that I  
13 have knowledge of is there's a 30-minute auto deduct if  
14 they do not clock in and out for lunch.

15 Q So you don't know what this policy is?

16 A It's not a policy. This is a printout of the  
17 software setup.

18 Q Right. This is the parameters that are  
19 programmed into the system?

20 A Right. And I'm not IT. I did not program it.

21 Q Even though you did not program it, do you know  
22 what the parameters are or what they mean?

23 MS. ACHARYA: Objection. Vague as to  
24 "parameters." For what?

25 ///

1           A    I would be guessing.  It's a programming issue  
2           that I don't understand.

3           Q    Do you know, how does this outside rounding 15  
4           minutes applies when employees work hours are being  
5           calculated?

6           A    No --

7           MS. ACHARYA:  Objection -- I'm sorry -- asked  
8           and answered.

9           THE WITNESS:  No.  This would be programming,  
10          so I don't know what it ties to or how it pulls in.

11          BY MR. LAVI:

12          Q    So let me just make sure.  Whatever is  
13          programmed in the system, that's how the employee's work  
14          hours are being calculated based upon the programming  
15          system, correct?


16          A    Yes.

17          Q    It's not based on your understanding or my  
18          understanding, correct?

19          MS. ACHARYA:  Objection, vague.

20          THE WITNESS:  I don't understand.

21          BY MR. LAVI:



22          Q    For example, you know for a fact that the  
23          system has been programmed to deduct 30 minutes of meal  
24          breaks from the employees that do not clock out for meal  
25          breaks, correct?



1 A Yes.

2 Q And you understand that's how that applies in  
3 calculating the employee's work hours, correct?

4 A Yes.

5 Q Now, that was the Pacifica 85.

6 Pacifica 73, it is the rounding that has been  
7 programmed into the system, right?

8 A Yes.

9 Q By looking at it, can you tell me how it  
10 applies to employees, what it means?

11 A No, I can't. This is a print screen of the  
12 programming. All I understand is the end result. If  
13 it's programmed correctly, the timecards come out  
14 correctly.

15 Q Right.

16 A But reading this, no, I don't.

17 Q Perfect. So that's my question.

18 For example, if I ask you -- and I'm going to  
19 ask you just to make sure I have the record.

20 So sitting here looking at this programming  
21 that is set up for the time system, you don't know what  
22 it means when it says outside rounding 15 minutes,  
23 correct?

24 A Correct.

25 Q You don't know how that plays into calculating

1           A    This is a programming document.  I do not know  
2           how it ties in to the end result.

3           Q    -- but let me ask you this --

4           A    I do payroll.  I don't do programming.

5           Q    I understand that.  But here's the thing, you  
6           agree -- do you know what "outside" refers to?

7           A    I'm sorry?

8           Q    Do you know what the "outside" and "inside"  
9           refers to?

10          A    No, I don't.

11          Q    But you agreed that the programming, the way  
12          the system is programmed, there is a different grace  
13          period for outside and inside looking at the programming  
14          in front of you?

15          A    That's not how my end result works.

16          Q    That's not my question.

17                    The way it's programmed and based on the  
18          screenshot, do you have any reason to believe that what  
19          we have marked here as Exhibit No. 6, Pacifica 73, is  
20          not the programming of the system?

21                    MS. ACHARYA:  Can we go off the record for a  
22          second?

23                    MR. LAVI:  Sure.

24                    (Whereupon a discussion was held off the record.)

25                    MR. LAVI:  Let's go back on the record.

1 Q I just want to make sure what we have marked  
2 here as Pacifica 73, you have no reason to believe what  
3 we have here is inaccurate information as to how the  
4 software is programmed to calculate the employee's work  
5 hours.

6 MS. ACHARYA: Objection, lacks foundation.

7 Go ahead.

8 THE WITNESS: I'm sorry. Did you say I have  
9 reason to believe it's inaccurate or I don't have  
10 reason?

11 BY MR. LAVI:

12 Q That you do not have reason to believe that  
13 this is inaccurate.

14 A No. I don't believe it's inaccurate.

15 Q Right. So as far as you understand, this is an  
16 accurate copy of the programming that is in place right  
17 now to calculate the non-exempt employees' work hours,  
18 correct?

19 A Yes.

20 Q As far as you understand it, this has been in  
21 place since September 2010 to present, correct?

22 A How do I answer this?

23 The concept in the policy, yes. This  
24 particular system, no. We updated our time-keeping  
25 system in 2014.

1 Q Even though you updated the system, the  
2 parameters that were set in the system --

3 A Were exactly the same as the previous.

4 Q Exactly. So whatever the parameters were set  
5 in the system prior to 2014 and after 2014 are the same,  
6 correct?

7 A Yes.

8 Q So if this is the parameters that were set in  
9 2011, it would be the same parameters for 2016, correct?

10 A Yes.

11 Q Now, looking at the parameters that are set in  
12 the system as we have it in front of us, okay. If you  
13 look at the grace period for outside, it says seven  
14 minutes, right?

15 A Yes.

16 Q But if you look at the grace period for inside,  
17 it says zero minutes, right?

18 A Yes.

19 Q And if you look again for grace period inside,  
20 it's zero minutes, correct?

21 A Yes.

22 Q And again, for the grace period outside it's  
23 seven minutes, correct?

24 A Umm-hmm, yes.

25 Q For the rounding outside it says 15 minutes,

1 right?

2 A Yes.

3 Q For the rounding inside it says one minute,  
4 correct?

5 A Yes.

6 Q Again, for the rounding inside it says one  
7 minute, right?

8 A Yes.

9 Q And for the rounding outside it says 15  
10 minutes, correct?

11 A Yes.

12 Q Now, by looking at what's in front of us, you  
13 agree that the rounding for inside and outside do not  
14 match? They are different, correct?

15 A Yes. But I don't understand what the inside  
16 and the outside are.

17 Q That's fine. I'm just saying regardless of --

18 A I don't know if they are supposed to match.

19 Q -- what it means based on this document, it  
20 looks different, right?

21 Yes?

22 A Yes.

23 Q And you can agree that there's a difference  
24 between inside and outside, that's why there are two  
25 different columns, correct?

1 A Yes.

2 Q Now, same thing for the grace period. For the  
3 grace period outside it's seven minutes, but for inside  
4 it's zero minutes, correct?

5 A Yes.

6 Q And same thing, again, for the grace period for  
7 inside, it's zero minutes, and for outside it's seven  
8 minutes, correct?

9 A Umm-hmm, yes.

10 Q Okay. Pacifica 73, this is called the nearest  
11 quarter, I guess, policy. Would that be -- strike that.

12 If you look at this document, on the very top  
13 for name it says name "Nearest Quarter."

14 Do you see that?

15 A Yes.

16 Q Would you say it's -- how would you say,  
17 nearest quarter policy?

18 MS. ACHARYA: Objection, lacks foundation.

19 THE WITNESS: It would be based upon the  
20 policy, I would guess.

21 BY MR. LAVI:

22 Q Now, if you look at -- if you turn to  
23 Page Pacifica 83 -- or actually -- yes. Actually,  
24 strike that.

25 If you turn to Pacifica 74, next page. Once

1 seen Pacifica 79 before?

2 A Yes, I have.

3 Q What is Pacifica 79?

4 A Payroll procedures.

5 Q Is this something that is given to the  
6 employees, or is this something that's for human  
7 resources?

8 A No, this is for payroll --

9 Q Okay.

10 A -- and accounting.

11 Q The payroll procedure that is outlined here,  
12 this has been in place since September 2010 to present,  
13 correct?

14 A Yes.

15 Q And this payroll procedure applies to all  
16 non-exempt employees, correct?

17 A Yes.

18 Q Let me make sure I understand this.

19 Based on No. 3, payroll department pulls the  
20 employees' timecards on databases, right?

21 A Not any longer. This was based upon our older  
22 time-keeping system. This is in the process of being  
23 updated.

24 Q Has it been updated, or is it in process of  
25 being updated?

1 A It's in process.

2 Q So as of yesterday, what we have here as  
3 Pacifica 71 -- 79 was in place, right?

4 A Yes.

5 Q Since it's in the process of changing, say from  
6 September 2010 until June 13, 2016, what we have here as  
7 Pacifica 79 is the way payroll worked, correct?

8 A Umm-hmm.

9 Q Yes?

10 A Yes. Sorry.

11 Q No worries. And the way it worked is on  
12 databases, payroll would pull out the employees' time  
13 punches, right?

14 MS. ACHARYA: Objection. Misstates testimony,  
15 asked and answered.

16 THE WITNESS: In the previous system I would  
17 have to download the clocks in order to get the punches  
18 from the previous day more current. They were not --  
19 what's the terminology for it -- live. The current  
20 system is live. I do not have to pull anything.

21 BY MR. LAVI:

22 Q So the new system basically eliminates the  
23 pulling process?

24 A Yes.

25 Q Got it. And once the timecards were pulled,



1 they were forwarded to the employees' supervisors for  
2 their confirmation and approval of the punch data,  
3 correct?

4 A Yes.

5 Q And if there were any changes, the supervisor  
6 would make and refer them back to --

7 THE REPORTER: I'm sorry?

8 BY MR. LAVI:

9 Q If there were any changes that were supposed to  
10 be made, the supervisors would make those changes to the  
11 time punches and then forward them to the correct  
12 department, correct?

13 A Umm-hmm, yes.

14 Q And I guess once all of the changes were made,  
15 that would be sent to Meditech, to the payroll  
16 processing?

17 A Yes.

18 Q M-E-D-I-T-E-C-H, is just the name of the  
19 system. Meditech.

20 And the payroll system -- I'm sorry. The  
21 payroll department would make sure that the information  
22 is accurate before sending it to Meditech?

23 A Yes.

24 Q And that's why the number of the hours  
25 reflected on the employees' timecards are after all the

1 changes have been made by the supervisors, if any,

2 correct?

3 A If any, yes.

4 Q Would you please turn to Pacifica 87. Have you  
5 seen Pacifica 87 before?

6 A Yes, I have.

7 Q What is Pacifica 87?

8 A Our policy and procedure for time and  
9 attendance.

10 Q Is this the policies and procedures that you  
11 were referring to earlier that's in the handbook that  
12 are all the pages of the departments?

13 A Yes.

14 Q And once again, this one also tells that the  
15 employees can clock in up to six minutes prior to the  
16 start of their shift, that's 2-A, correct?

17 A Yes.

18 Q And also they can clock out within six minutes  
19 after the end of their shift, 2-B, right?

20 A Yes.

21 Q Would you please turn to Pacifica 90. Do you  
22 have that in front of you?

23 A I'm sorry?

24 Q Do you have it in front of you?

25 A Yes, I do.

1 Q Do you know what's Pacifica 90?

2 A It says attendance policy.

3 Q And once again, this is the attendance policy

4 that's in the manual that's in the departments, correct?

5 A Yes.

6 Q Once again, under the policy, first paragraph,

7 last sentence -- last two sentences, "Excessive

8 absenteeism and tardiness are disruptive. Either may

9 lead to corrective action, up to and including

10 termination of employment."

11 Did I read that correctly?

12 A I'm sorry. Where are you reading?

13 Q So Pacifica 90, under "Policy."

14 A Oh, up there.

15 Q Last two sentences, "Excessive absenteeism and

16 tardiness." Do you see that?

17 A Yes.

18 Q Can you read that into the record?

19 A "Excessive absenteeism and tardiness are

20 disruptive. Either may lead to corrective action, up to

21 and including termination of employment."

22 Q And that was the attendance policy in the, I

23 guess, folder or binder in the department --

24 A Yes.

25 Q -- right?

1 Now, if you look at -- under the third heading,

2 "General." Do you see that?

3 A Yes.

4 Q No. 5, do you see that?

5 A Yes.

6 Q It says, "Start times have no grace period for  
7 dressing or clocking." For example, "if shift starts at  
8 6:45, employee must be ready to report at that time."

9 Did I read that correctly?

10 A Yes.

11 Q And you agree that this policy says that there  
12 are no grace periods?

13 A Yes, that's what it says.

14 Q Would you please turn to Pacifica 91.

15 Do you have that?

16 A Yes.

17 Q And Pacifica 91, this is the attendance policy  
18 and procedure that was at the departments, correct?

19 A Yes.

20 Q And under "Definition," do you see tardiness?

21 A Yes.

22 Q It says, "Any time an employee arrives late at  
23 their workstation and/or is not dressed appropriately  
24 and ready for work at the beginning of the assigned  
25 shift." Did I read that correctly?

1 A Yes.

2 Q So basically an employee had to -- had a start  
3 shift at 6:00 o'clock, if they got there at any time  
4 after 6:00 o'clock, they would be considered tardy,  
5 correct?

6 A Yes.

7 Q If you look at -- strike that.

8 If you look at Pacifica 93, for "Tardiness  
9 Standards." Do you see that?

10 A Yes.

11 Q And Pacifica 93 is the policies and procedures  
12 that was in the binder at the workstations, correct?

13 A Yes.

14 Q And this has to do with attendance, correct?

15 A Yes.

16 Q "Tardiness Standards." Do you see that?

17 A Yes, I do.

18 Q And there are different ratings for the  
19 tardiness standards, right?

20 A Yes.

21 Q The first one is "Exceeds Expectations." And  
22 that is when the employee has four or fewer occurrences  
23 for any 12 consecutive months?

24 A Yes. That's what it says. I can only verify  
25 what this says. I don't work in human resources, so I'm

1 not involved in disciplinary action.

2 Q I understand.

3 A So I don't know how it's applied, if it's  
4 applied, if the union allows it to be applied. All I  
5 can do is verify what this says.

6 Q And that's why I'm asking you because these are  
7 the policies that I have, and I want to make sure that  
8 these are the policies that were in place.

9 A I'm just letting you know, this is not really a  
10 payroll issue here.

11 Q That's fine.

12 A And that's what I do, is the payroll.

13 Q I understand that, but I just want to verify  
14 it.

15 And based on the policy and procedure that's at  
16 the workstations, if an employee is tardy five times in  
17 any given 12 months, they get a verbal warning, right?  
18 That's Step 1?

19 A That's what it says.

20 Q Correct? Right?

21 A Yes.

22 Q If they are tardy six times in any 12 months,  
23 they get a written warning, right?

24 MS. ACHARYA: I'm just going to make a standing  
25 objection that the document speaks for itself because

1 she testified that she doesn't have any independent  
2 knowledge outside of the writing in front of her. If  
3 you are just trying to authenticate the document, that's  
4 fine.

5 MR. LAVI: Yes.

6 THE WITNESS: That's what it says, yes.

7 BY MR. LAVI:

8 Q And if they are tardy seven times, they get a  
9 final warning, right?

10 A According to this, yes.

11 Q And if they are tardy eight times leads to  
12 termination, correct?

13 A That's what it says, yes.

14 MR. LAVI: Let's take a five-minute break.

15 (Whereupon a recess was taken.)

16 MR. LAVI: Back on the record.

17 Q Just to follow up on the earlier question with  
18 regards to the employees who do not clock in and out for  
19 the meal breaks. Is it fair to say that Pacifica does  
20 not keep track of the meal breaks?

21 MS. ACHARYA: Objection. Vague, lacks  
22 foundation. Go ahead.

23 THE WITNESS: We don't walk around looking to  
24 see if everybody is taking them, no.

25 ///

1 BY MR. LAVI:

2 Q Not whether they're taking them or not. That's  
3 not the question.

4 For example, there is no documentation that  
5 keeps track of the duration of the employees' meal  
6 breaks if they don't clock in or out for the meal  
7 breaks, correct?

8 A Yes.

9 Q For the employees that have the auto deduction,  
10 once their shift exceeds six hours, the auto deduct  
11 kicks in, correct?

12 A Yes.

13 Q And the auto deduct is only 30 minutes per day,  
14 correct?

15 A Correct.

16 Q Employees are not deducted automatically for  
17 any other meal breaks, correct?

18 A No. Thirty minutes per day for employees is  
19 all that's ever deducted.

20 Q Just to make sure, I have you as the person  
21 most knowledgeable with regards to payment of premium  
22 wages for missed second meal breaks.

23 MS. ACHARYA: Correct.

24 MR. LAVI: Okay.

25 MS. ACHARYA: Category No. 7?



1 Q If they don't take a meal break --

2 A Right.

3 Q -- there is nothing to be deducted from their  
4 daily work hours, right, because nothing has been  
5 punched out or punched in for meal breaks?

6 A They would be on auto deduct, and the auto  
7 deduct would be cancelled.

8 All employees are set up on auto deduct, and  
9 the system automatically cancels it if they punch in and  
10 out for lunch.

11 Q All right. So I guess I misunderstood you, so  
12 let me make sure I understand you.

13 Every non-exempt employee is automatically set  
14 up for auto deduct of meal plans.

15 A Yes.

16 Q If an employee actually punches out and punches  
17 back in for meal breaks, that takes it out of the auto  
18 deduct; is that --

19 A Correct.

20 Q And once it takes it out of the auto deduct,  
21 that employee gets deducted for the actual number of the  
22 minutes between the two punches, right?

23 A Yes.

24 Q Has Pacifica ever paid premium wages for missed  
25 second meal breaks?

I

1 A No.

2 MR. LAVI: This is for you counsel. Is Sue  
3 also the PMK for payment of meal missed or missed third  
4 rest breaks? That's No. 10. Because I have Patty for  
5 that.

6 MS. ACHARYA: Patty.

7 MR. LAVI: So Sue is for meal breaks, and Patty  
8 is for rest breaks?

9 MS. ACHARYA: Well, we just -- Patty is for the  
10 third rest breaks. Just we kept it the same.

11 MR. LAVI: Off the record for a second.

12 (Whereupon a discussion was held off the record.)

13 MR. LAVI: Back on the record.

14 BY MR. LAVI:

15 Q With regards to employees' wage statements, is  
16 it fair to say that the wage statements that the  
17 employees get, the non-exempt employees, all the wage  
18 statements contain the same information?

19 A Yes, they do.

20 Q And the process that they create is the same  
21 for all of them?

22 A Yes, it is.

23 Q With regards to the last wages that are paid to  
24 the employees, is it fair to say that the same procedure  
25 applies to all the non-exempt employees?

↓

1 A Yes.

2 Q And is it fair to say that the same procedure  
3 has been in place for the class period since September  
4 2010 to present?

5 A Yes. And it's not just the procedure. We do  
6 our payroll under California law.

7 Q Right. And same thing with the wage  
8 statements. The information that it contains has been  
9 the same information since September 2010 to present,  
10 right?

11 A Yes, based upon California law.

12 Q When the employees are paid the final wages,  
13 they haven't been paid any premium wages for their  
14 missed second break; is that correct?

15 MS. ACHARYA: Objection. Lacks foundation,  
16 assumes facts, incomplete hypothetical.

17 BY MR. LAVI:

18 Q You can answer.

19 A Nobody has ever requested payment for a missed  
20 second meal break. If they don't put in that they have  
21 missed their lunch, then we wouldn't be aware of it to  
22 pay them.

23 Q And as you mentioned earlier --

24 A And most of them waive their second meal break.

25 Q And as you mentioned earlier, Pacifica has

1 correct?

2 A No, I did not.

3 Q Did you talk to or interview any employees with  
4 regards to any of the allegations that are set in this  
5 case?

6 A No, I have not.

7 Q I'm not sure if I asked you this or not.

8 Pacifica uses their rounded time punches to calculate

9 employees' work hours; is that correct?

10 A Yes.

11 Q And that has been true since September 2010,

12 correct?

13 A Yes.

14 Q And that's true as to all non-exempt employees,

15 correct?

16 A Yes.

17 MR. LAVI: I have no more questions.

18 Any questions?

19 MS. ACHARYA: I think just one.

20

21 EXAMINATION

22 BY MS. ACHARYA:

23 Q I think you did clarify this already, Susan,  
24 but I think a question was asked in the morning whether  
25 Pacifica pays for off-duty meal periods, and your answer

1 was no. And then you said that for the 12-hour shift,  
2 there is only one 30-minute auto deduct; is that  
3 correct?

4 A Yes.

5 Q So that means for the 12-hour shift, if  
6 somebody is taking a second or a third or a fourth meal  
7 period, they are getting paid for those because there is  
8 only one 30-minute auto deduct; is that correct?

9 A Yes.

10 MS. ACHARYA: That was my only one.

11

12 FURTHER EXAMINATION

13 BY MR. LAVI:

14 Q Have you ever seen an employee take a second  
15 meal break at Pacifica?

16 A I don't see the employees. I'm in the  
17 basement.

18 Q Have you ever been informed that an employee  
19 has taken a second meal break?

20 A I don't remember.

21 Q And if you were informed that an employee had  
22 taken a second meal break, that would be an unpaid work  
23 break, right?

24 A Yes.

25 Q And if you are informed that an employee has



1 taken a second meal break, additional 30 minutes would  
2 be deducted from that employee's work hours, correct?

3 MS. ACHARYA: Objection. Lacks foundation,  
4 assumes facts.

5 BY MR. LAVI:

6 Q You can answer.

7 A I don't know. That's hard to answer because  
8 that's never happened.

9 Q That's a fair response.

10 No other questions. Anything?

11 MS. ACHARYA: Nothing further.

12 MR. LAVI: Let's stipulate to relieve the court  
13 reporter of her custodial duty. The original will be  
14 sent to defense counsel. Defense counsel shall maintain  
15 custody and control of the original and provide it upon  
16 reasonable request to court. If the original is lost or  
17 destroyed, a certified copy shall have the same force  
18 and effect.

19 Ms. Standley, are you planning on going on any  
20 vacation during the next month or so?

21 THE WITNESS: In September.

22 MR. LAVI: How many pages is the transcript?

23 THE REPORTER: It's about a hundred.

24 MR. LAVI: One week enough?

25 MS. ACHARYA: How long do you think it would

1 take you to review about a hundred pages that she's  
2 typing it into a booklet?

3 THE WITNESS: Oh, not very long at all. I'm a  
4 reader.

5 MR. LAVI: Good.

6 Let's do one week to review and make any  
7 changes that the deponent deems necessary. And defense  
8 counsel shall inform us in writing of any such changes.

9 If the transcript is not signed under penalty  
10 of perjury, it will be deemed signed under penalty of  
11 perjury.

12 So stipulated?

13 MS. ACHARYA: So stipulated.

14 (Whereupon the deposition concluded at

15 11:41 A.M.)

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PENALTY OF PERJURY CERTIFICATE

I hereby declare I am the witness in the within  
 matter, that I have read the foregoing transcript and  
 know the contents thereof; that I declare that the same  
 is true to my knowledge, except as to the matters which  
 are therein stated upon my information or belief, and as  
 to those matters, I believe them to be true.

I declare being aware of the penalties of perjury,  
 that the foregoing answers are true and correct.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 at \_\_\_\_\_, \_\_\_\_\_.  
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I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NANCY KRAMER, CSR NO. 8756

# EXHIBIT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of )  
herself and others similarly )  
situated, )  
) )  
Plaintiff, )  
) )  
vs. ) Case No. BC559056  
) )  
PACIFICA OF THE VALLEY )  
CORPORATION dba PACIFICA )  
HOSPITAL OF THE VALLEY; and )  
DOES 1 to 100, inclusive, )  
) )  
Defendants. )  
\_\_\_\_\_ )

DEPOSITION OF PATTY GUEBARA

Beverly Hills, California

Tuesday, June 14, 2016

Reported by: Nancy Kramer  
CSR No. 8756  
NDS Job No.: 183381

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of )  
herself and others similarly )  
situated, )  
) )  
Plaintiff, )  
) )  
vs. ) Case No. BC559056  
) )  
PACIFICA OF THE VALLEY )  
CORPORATION dba PACIFICA )  
HOSPITAL OF THE VALLEY; and )  
DOES 1 to 100, inclusive, )  
) )  
Defendants. )  
\_\_\_\_\_ )

DEPOSITION OF PATTY GUEBARA,

taken on behalf of the Plaintiff, at 8889 West  
Olympic Boulevard, Suite 200, Beverly Hills,  
California, commencing at 12:49 p.m. and ending  
at 4:01 p.m., on Tuesday, June 14, 2016, before  
Nancy Kramer, CSR No. 8756, pursuant to Notice.

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APPEARANCES:

For the Plaintiff:

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8889 West Olympic Boulevard  
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Beverly Hills, California 90211  
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For the Defendants:

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BY: ARCHANA R. ACHARYA, ESQ.  
555 South Flower Street  
Suite 3500  
Los Angeles, California 90071  
(213)972-4500

Also Present:

SUSAN STANDLEY

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INDEX

WITNESS

PATTY GUEBARA

EXAMINATION	PAGE
BY MR. LAVI	6, 84, 94, 100, 103
BY MS. ACHARYA	77, 92, 99, 102

EXHIBITS

MARKED	DESCRIPTION	PAGE
Exhibit 1	Plaintiff Kyle Frencher's Notice of Deposition of Defendant Pacifica of the Valley Corporation Person Most Knowledgeable	13
Exhibit 2	Employee Handbook from Pacifica, (Bates stamped Pacifica 1 through Pacifica 20)	19
Exhibit 3	Pacifica's Employee Handbook, (Bates stamped Pacifica 21 through Pacifica 37)	39
Exhibit 4	Pacifica Employee Handbook, (Bates stamped Pacifica 38 through Pacifica 72)	41
Exhibit 5	Document, (Bates stamped Pacifica 73 through Pacifica 94)	44
Exhibit 6	Document entitled SEIU 121RN, Agreement between Service Employees International Union Local 121RN, CTW, CLC and Pacifica Hospital of the Valley effective June 1, 2010 through June 1, 2013	45

EXHIBITS (CONTINUED)

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MARKED	DESCRIPTION	PAGE
Exhibit 7	Document entitled Pacifica Hospital of the Valley 12 Hours Shift Lunch Waiver Form	53
Exhibit 8	Document entitled Pacifica Hospital of the Valley 12 Hours Shift Lunch Waiver Form	54
Exhibit 9	Document entitled Pacifica Hospital of the Valley Punch Variance Form, (Bates stamped Pacifica 2722)	75



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BEVERLY HILLS, CALIFORNIA;  
TUESDAY, JUNE 14, 2016; 12:49 P.M.

PATTY GUEBARA,  
having been first duly sworn, was  
examined and testified as follows:

EXAMINATION

BY MR. LAVI:

Q Good afternoon.

A Good afternoon.

Q Could you please state and spell your name for  
the record.

A Patty Guebara, G-U-E-B-A-R-A.

Q Ms. Guebara, have you ever had your deposition  
taken before?

A Yes.

Q On how many separate occasions?

A Three.

Q When was the last time that you had your  
deposition taken?

A About a year ago.

Q Was that in a personal matter or due to your  
work?

1 A Due to work.

2 Q Who were you employed by at that time?

3 A Pacifica Hospital.

4 Q Was that testimony in like an employee lawsuit?

5 A No.

6 Q What was the case about in that lawsuit?

7 A It was for employee injury.

8 Q Worker's Compensation?

9 A Umm-hmm.

10 Q Yes?

11 A Yes.

12 Q Even though you sat through the first -- strike  
13 that.

14 Even though you sat through the deposition this  
15 morning and you heard me go over the ground rules, I'm  
16 just going to go over them again so we have it on the  
17 record.

18 First and foremost, the oath that was given to  
19 you by the court reporter is the same oath that you  
20 would take in a court of law, which is under penalty of  
21 perjury. Do you understand that?

22 A Yes.

23 Q I'm going to be asking you a series of  
24 questions. If you don't understand any of my questions,  
25 please let me know and I'll rephrase it. Okay?

1           A    Okay.

2           Q    If I ask you a question and you don't know the  
3 exact response to it, I am entitled to your best  
4 estimate. Do you understand that?

5           A    Yes.

6           Q    And same example that I gave this morning is,  
7 I'm entitled to your best estimate, but no one here  
8 wants you to guess as to a response.

9                    The example is, if I ask you what's the length  
10 of the table in this conference room, you can take a  
11 look at it and you can give me an estimate as to the  
12 length of the table in the conference room.

13                   If I ask you what's the length of the table in  
14 the conference room on the other side, that would be a  
15 complete guess because you haven't seen it.

16                   Do you understand the difference?

17           A    Yes.

18           Q    If at any time I ask you a question you don't  
19 understand, please let me know to rephrase it. Because  
20 if you answer the question, it will be presumed that you  
21 understood the question. Agreed?

22           A    Yes.

23           Q    The court reporter is transcribing everything  
24 we are talking about here today. So I will ask you to  
25 please give audible responses to the questions. And

1 it's going to happen where you do a shake of the head or  
2 say "Uh-huhs" and "Huh-uhs." I'll just ask you to  
3 clarify the question. Okay?

4 A Okay.

5 Q By the same token, I'll ask you to please allow  
6 me to finish my questions before you give your responses  
7 and make sure to allow you to finish your responses  
8 before I ask the next question. Okay?

9 A Okay.

10 Q Have you consumed any alcohol within the last  
11 24 hours?

12 A No.

13 Q Have you taken any medications within the last  
14 24 hours that might affect your ability to testify here  
15 today?

16 A No.

17 Q Can you think of any reason why you cannot give  
18 us your best testimony here today?

19 A No.

20 Q Are you currently employed?

21 A Yes.

22 Q Who do you work for?

23 A Pacifica Hospital of the Valley.

24 Q Can we agree, rather than me saying Pacific of  
25 the Valley Corporation or Pacifica Hospital of the

1 Valley, if I say Pacifica with respect to that entity?

2 A Yes.

3 Q And all my questions are limited to non-exempt  
4 employees that work at Pacifica. Agreed?

5 A Yes.

6 Q And my questions pertain to the period of  
7 September 2010 to present, which sometimes I refer to as  
8 "class period." Agreed?

9 A Yes.

10 Q Any questions so far?

11 A No.

12 Q How long have you been employed by Pacifica?

13 A Seventeen years.

14 Q Good for you.

15 What's your current position?

16 A Human resources manager.

17 Q How long have you been HR manager?

18 A Since 2009.

19 Q And what was your title prior to HR manager?

20 A HR assistant.

21 Q What are your job duties as HR manager?

22 A HR manager?

23 Q Yes.

24 A I do the disciplines, investigations, hiring,  
25 terminations. I deal mostly with the union -- or unions

1 Q No, I'm wrong, or no, you didn't finish reading  
2 it?

3 A No, I didn't finish reading it.

4 Actually, I can't say that I read any of it. I  
5 just looked over it and made sure that I had pulled it,  
6 but never read it.

7 Q And that policy dealt with meals?

8 A Yes.

9 Q Other than the Deposition Notice and the meal  
10 policy that you pulled, did you review any other  
11 documents?


12 A No.

13 Q Other than your attorneys, did you talk to  
14 anyone else with regards to the deposition today?

15 A No.

16 Q You understand that you have been designated as  
17 the person most knowledgeable with regards to certain  
18 policies and procedures for Pacifica, correct?

19 A Yes.



20 Q All right. If you look at Exhibit No. 1,  
21 Category No. 6, do you understand that you have been  
22 designated as the person most knowledgeable with regards  
23 to policies, procedures and practices regarding first  
24 and second meal breaks during the class period of  
25 September 2010 to present?

1 A Yes.

2 Q Do you believe that you are the person most  
3 knowledgeable in that category?

4 A Yes.

5 Q Did you write any policies, procedures or  
6 practices pertaining to first or second meal breaks?

7 A No.

8 Q Did you contribute in any way, form, shape or  
9 manner to the first or second meal break policies?

10 A No.

11 Q All right. Moving up to Category No. 8 on the  
12 Deposition Notice. Do you understand that you have been  
13 designated as the person most knowledgeable with regards  
14 to policies, procedures and practices regarding meal  
15 break waivers from non-exempt employees during the class  
16 period of September 2010 to present?

17 A Yes.

18 Q Do you believe you are the person most  
19 knowledgeable in that category?

20 A Yes.

21 Q Did you take any part in writing the policies,  
22 procedures and practices with regards to obtaining meal  
23 break waivers?

24 A No.

25 Q Did you contribute in any form, shape or manner

1 with regards to the policies and procedures pertaining  
2 to meal break waivers?

3 A No.

4 Q Do you understand that you have been designated  
5 as the person -- strike that.

6 Do you understand that you have been designated  
7 as the person most knowledgeable with regards to  
8 Pacifica's policies, procedures and practices regarding  
9 third rest breaks during the class period of September  
10 2010 to present?

11 A Yes.

12 Q Do you feel you are the person most  
13 knowledgeable in this category?

14 A Yes.

15 Q Did you take part in writing any policies and  
16 procedures with regards to third rest breaks?

17 A No.

18 Q Did you contribute in any form, shape or manner  
19 as to the policies and procedures for third rest breaks?

20 A No.

21 MR. LAVI: Off the record.

22 (Whereupon a discussion was held off the record.)

23 MR. LAVI: Back on the record.

24 Q Do you understand that you have been designated  
25 as the person most knowledgeable with regards to



1 categories just to make sure.

2 You would be the PMK with regards to policies,

3 procedures and practices regarding payment of premium

4 wages for missed third rest breaks during the class

5 period, correct?

6 A Yes.

7 Q What you are saying is that as far as the  
8 payment for the number of times, if any, premium wages  
9 were paid for third missed rest breaks, you would not be  
10 that person most knowledgeable, correct?

11 A That's correct.

12 Q Did you write any policies, procedures and  
13 practices pertaining to payment of premium wages for  
14 missed third rest breaks?

15 A No.

16 Q Did you contribute in any form, shape or manner  
17 with regards to policies and procedures for payment of  
18 premium wages for third rest breaks?

19 A No.

20 Q All right. I don't know if I said this earlier  
21 or not, but at any time if you want to take a break, let  
22 me know, we will take a break. The only exception is if  
23 there is a question pending, I have to get the answer to  
24 the question before we take a break. Okay?

25 A Okay.

1 Q Also, all my questions are limited to  
2 non-exempt employees that worked for Pacifica since  
3 September 2010 to present. Okay?

4 A Okay.

5 Q And do you understand what non-exempt employee  
6 means?


7 A Yes.

8 Q What is your understanding as to non-exempt  
9 employees?

10 A Nonsalaried employees.

11 Q Perfect. I'm going to mark this as Exhibit  
12 No. 2. And for identification, it's an Employee  
13 Handbook Bates stamped Pacifica 1 through Pacifica 20.  
14 (The document referred to herein was  
15 marked by the CSR as Plaintiff's Exhibit 2  
16 for identification and attached hereto and  
17 made part of this deposition.)

18 BY MR. LAVI:



19 Q Ms. Guebara, could you please take a look at  
20 Exhibit No. 2 and tell me if you have seen this document  
21 before or not.

22 A Yes.

23 Q What is Exhibit No. 2?

24 A It's our employee handbook.

25 Q Do you know for what year?

1 A I believe this is one of our more current  
2 handbooks, so I'm going to estimate anytime after 2010.

3 Q Okay. All right. And this employee handbook  
4 applied to all non-exempt employees that were employed  
5 at Pacifica since 2010, correct?

6 A Yes.

7 Q Could you please turn to Pacifica No. 6 -- or  
8 Pacifica 6, I should say.

9 A Okay.

10 Q One of the subparts on Page 6 has to do with  
11 rest periods. Do you see that?

12 A Yes.

13 Q Could you please read that policy into the  
14 record?

15 A I need to get my glasses.

16 MS. STANDLEY: Did you bring them?

17 THE WITNESS: I don't know. I'll just try to  
18 do it without them. Actually, I think I can just do it  
19 without them.

20 "You are provided a 15-minute rest period for  
21 each four hours of working time. When your total daily  
22 work time is less than three and one-half hours, you are  
23 not eligible for a rest period. Meals and rest periods  
24 should not be combined. Your supervisor will arrange  
25 the times that you -- the times for your particular rest

1 periods." Sorry.

2 MR. LAVI: By the way -- off the record for a

3 second.

4 (Whereupon a discussion was held off the record.)

5 MR. LAVI: Back on the record.

6 Q Ms. Guebara, this policy applied to all

7 non-exempt employees, correct?

8 A Yes.

9 Q And according to this policy, the employees

10 were entitled to take 15 minutes of rest breaks for

11 every four hours of work, correct?

12 A Yes.

13 Q And based on this policy, employees would

14 qualify for a third rest break if they worked more than

15 12 hours, correct?

16 A Yes.

17 Q And according to this policy, meals and rest

18 could not be combined, correct?

19 A Correct.

20 Q The next topic that is covered is meal periods.

21 Do you see that?

22 A Yes.

23 Q Rather than having you read it, let me ask you

24 the parts that --

25 A Okay.

1 Q I'm really sorry, but I'm just going to have  
2 you read it into the record.

3 A Okay.

4 Q Could you please read the meal period policy  
5 into the record.

6 A "You must take a 30-minute meal period after  
7 not more than five hours of work, except, that when a  
8 work period is not more than six hours per day the meal  
9 period may be waived by mutual consent of the hospital  
10 and yourself. Every effort will be made to schedule  
11 your meal period as close to the middle of the shift as  
12 possible. You must clock OUT and clock IN for your meal  
13 period. Should you be unable to take a meal period  
14 because of a hospital emergency, contact your Supervisor  
15 immediately."

16 Q This is the meal period policy that applied to  
17 all non-exempt employees during the class period,  
18 correct?

19 A Yes.

20 Q And the meal period policy that you read, it  
21 does not inform the employees that they were entitled to  
22 a second meal break if they work more than ten hours,  
23 correct?

24 A Correct. I'm going to say the handbook is a  
25 guideline for the hospital. However, employees take

1           A    No.  And again, I cannot confirm that it is in  
2   UHW's CBA.  I can guarantee it's in the RN's CBA.

3           Q    When you say RN, I understand that there are  
4   other employees other than RNs, right?

5           A    Yes.

6           Q    Do the other category of employees, other than  
7   the RNs, have the human resources' binder at their  
8   workstation or work areas?

9           A    Every department does.

10          Q    It's the same policy that is copied and placed  
11   in the HR binder, right?

12          A    Yes.

13          Q    So regardless of the department and regardless  
14   of the title and regardless of the position, the binders  
15   contain the exact same identical policies and  
16   procedures, correct?

17          A    That's correct.

18          Q    When was the last time that you reviewed the HR  
19   binder?

20          A    I'm reviewing the HR binder now.

21          Q    Now, meaning?

22          A    Now, since March to current.

23          Q    Because of changes being made to it or for  
24   different reasons?

25          A    We update them every few years --

1 BY MR. LAVI:

2 Q RNs, LVNs, CNAs.

3 A That I couldn't tell you.

4 Q Is it more than 20?

5 A No.

6 Q More than 10?

7 A Let me say our behavioral health, there's  
8 probably about 20.

9 Q Do you take any part in scheduling employees'  
10 meal breaks?

11 A No. It's done by the charge nurse.

12 Q Are you the highest position at human  
13 resources?

14 A Yes.

15 Q As the HR manager, have you ever had any  
16 meetings with -- strike that.

17 We have the non-exempt employees, right? Chain  
18 of custody. They have supervisors or managers above  
19 them, right?

20 A I'm sorry. Repeat the question?

21 Q Sure. You have the non-exempt employees,  
22 right?

23 A Yes.

24 Q And there are supervisors or managers who  
25 supervisor and manage the non-exempt employees, right?

1 MS. ACHARYA: Objection. Lacks foundation,  
2 overbroad, vague, assumes facts.

3 BY MR. LAVI:

4 Q You can answer.

5 A Yes. Everyone reports to someone.

6 Q Right. Supervisors or managers are the ones  
7 who's in charge of scheduling the employees for the meal  
8 and rest breaks, correct?

9 A No.

10 MS. ACHARYA: Objection. Assumes facts and  
11 lacks foundation.

12 BY MR. LAVI:

13 Q Who is in charge of scheduling employees' meals  
14 and rest breaks?

15 A The charge nurse.

16 Q The charge nurse. Is the charge nurse only for  
17 RNs, LVNs, CNAs and respiratory employees, or is it for  
18 all of the employees regardless of their position and  
19 title?

20 A The charge nurse would schedule LVNs -- or RNs  
21 LVNs and CNAs.

22 Q And with regards to the other employees, the  
23 managers or supervisors would schedule their meal and  
24 rest breaks, correct?

25 MS. ACHARYA: Objection. Assumes facts, lacks





1 foundation.

2 THE WITNESS: It could be the lead person or a

3 supervisor.

4 BY MR. LAVI:

5 Q And if you look at the meal break policy and

6 procedure that you read, it says, "Every effort will be

7 made to schedule your meal period as close to the middle

8 of the shift as possible," right?

9 A Yes.

10 Q And employees don't get to decide when to take

11 their rest breaks, right?

12 MS. ACHARYA: Objection. Assumes facts, lacks

13 foundation.

14 THE WITNESS: They do.

15 BY MR. LAVI:

16 Q They can just pack and go anytime they want?

17 A As long as the -- depending on, again, if it's

18 a nursing floor, they need to notify their charge nurse

19 in order for them to take a break.

20 Q Right. So they still have to let someone else

21 know they are taking --

22 A Yes. They need to let someone know that -- if

23 they're leaving the unit, they need to let someone know

24 because someone needs to cover their patients.

25 Q Exactly. And typically meal and rest breaks

1 aren't scheduled by the supervisors or managers or the  
2 charge nurses, correct?

3 MS. ACHARYA: Objection. Lacks foundation,  
4 assumes facts.

5 BY MR. LAVI:

6 Q You can answer.

7 A Are scheduled by charge nurses.

8 Q Since 2010 to present, have you ever had any  
9 meetings with any charge nurses where you describe to  
10 them what the policies and procedures are as to meal  
11 breaks?

12 A I can't say -- I'm going to say no.

13 Q Since September 2010 to present, have you ever  
14 trained any of the charge nurses as to meal and rest  
15 break policies and procedures?

16 A Meal breaks have come up in our labor  
17 management meetings that we have monthly with the  
18 unions. That has been brought up. And we have  
19 empowered the charge nurses to arrange for employees to  
20 schedule their breaks and meal periods.

21 Q But you haven't trained any charge nurses on  
22 meal break policies, correct?

23 A That's correct.

24 Q You haven't trained any charge nurses with  
25 regard to rest period policies, correct?

1           A    No.  Most charge nurses, however, are union  
2           stewards.

3           Q    I understand that, but right now I'm only  
4           concentrating on things that you have done.

5           A    I understand, but I feel that in order to get  
6           the entire picture, you need to understand that the  
7           charge RNs are part of the bargaining.  They know the  
8           contract.  They know how these -- how everyone's meal  
9           periods and rest periods are done.  So I think that's a  
10          big factor.

11          Q    I'm going to get to this, but I have to do this  
12          step by step.

13          A    Okay.

14          Q    So going back to my question.  You have never  
15          trained any charge nurses on rest break policies,  
16          correct?

17          A    Correct.

18          Q    Human resources department for Pacifica has  
19          never trained any charge nurses as to meal breaks  
20          policies, correct?

21          A    Correct.

22          Q    Pacifica's human resources department since  
23          September 2010 has not trained any charge nurses as to  
24          third rest breaks, correct?

25          A    Correct.

1 Q Is it fair to say that as of September 2010 to  
2 present, no one from Pacifica has trained the charge  
3 nurses as to second meal breaks?

4 A That's correct.

5 Q As of September 2010 to present, Pacifica has  
6 not trained any of the charge nurses as to third rest  
7 breaks, correct?

8 A Correct.

9 Q Now, shifting to --

10 A Can I say that no one in human resources --

11 Q Right.

12 A -- has trained anyone. However, if it is  
13 brought up in orientation, that I don't know.

14 Q Which is perfectly fine. So I'm going to get  
15 to -- related to CBA and related to orientation.

16 A Okay.

17 Q Do you know if the CBA covers meal breaks?

18 MS. ACHARYA: Objection. Asked and answered.

19 THE WITNESS: Again, I know that the SEIU 121RN  
20 does.

21 BY MR. LAVI:

22 Q I'm not going to mark this as an exhibit, but  
23 looking at Bates stamped Pacifica 2723 to Pacifica 2858,  
24 is this the union agreement that you talked about that  
25 covers Pacifica employees?

1 orientation or not?

2 A I don't know.

3 Q Do you know if rest breaks are covered during  
4 orientation or not?

5 A I don't know, but I would assume that those are  
6 items that would be covered under the orientation.

7 Q All right. So if you recall, we don't want you  
8 to guess. If you don't know, that's fine, but we don't  
9 want you to guess.

10 A All right.

11 Q Have you attended any of these orientations  
12 since September 2010 to present?


13 A I attended a partial orientation, but it was  
14 not -- this was not covered under the portion that I  
15 attended.

16 Q All right. What steps has the human resources  
17 department taken to ensure that the employees are aware  
18 of meal break policies and procedures?

19 MS. ACHARYA: Objection. Vague and overbroad.

20 THE WITNESS: I'm sorry. You are going to have  
21 to repeat that one more time.

22 BY MR. LAVI:



23 Q Of course. What steps has the human resources  
24 department taken since September 2010 to present to make  
25 sure that the employees are informed about meal break

1 policies?

2 A None that I'm aware of.

3 Q Since September 2010 to present has human  
4 resources taken any steps to ensure that employees are  
5 aware of rest break policies?

6 A No, not that I'm aware of.

7 Q Has anyone from Pacifica -- even if it's not  
8 the human resources department. Are you aware of anyone  
9 from Pacifica taking any steps to inform the employees  
10 of the meal break policies?

11 A I couldn't answer that.

12 Q Do you know if anyone has taken any steps to  
13 inform the employees -- strike that.

14 Do you know if anyone from Pacifica has taken  
15 any steps since September 2010 to present to inform the  
16 employees what the rest break policies are?

17 A I couldn't answer that.

18 Q Is it fair to say that the human resources  
19 department would be in charge of the employee meal  
20 breaks?

21 MS. ACHARYA: Objection, assumes facts.

22 THE WITNESS: Yes.

23 BY MR. LAVI:

24 Q And is it also fair to say that the human  
25 resources would be in charge of the employees' rest

1 A Yes.

2 Q What is Exhibit No. 3?

3 A It's our employee handbook.

4 Q Do you know what year or years this employee  
5 handbook covers?

6 If you look at the lower-left corner, there is  
7 a "2012." Does that mean anything?

8 A It probably means it was revised in 2012.

9 Q And this was also given to the non-exempt  
10 employees, correct?

11 A Yes.

12 Q And this applies to all non-exempt employees,  
13 correct?

14 A Yes.

15 Q If you turn to Pacifica 25. Rather than having  
16 you read the policy and procedure, is it fair to say  
17 that it is the exact same rest period policy that we  
18 discussed earlier?

19 A Yes.

20 Q And is it also fair to say that the meal break  
21 policy is the exact same policy as we discussed earlier  
22 with regards to the other employee handbook?

23 A Yes.

24 Q And is it fair to say that your responses to  
25 those questions remain the same because it is the same

1 policy in both handbooks?

2 A Yes.

3 MS. ACHARYA: Can we go off the record for a  
4 second?

5 MR. LAVI: Off the record.

6 (Whereupon a discussion was held off the record.)

7 MR. LAVI: Let's mark this as Exhibit No. 4?

8 THE REPORTER: Yes.

9 MR. LAVI: For purposes of identification, it's  
10 employee handbook, Pacifica 38 through 72.

11 (The document referred to herein was  
12 marked by the CSR as Plaintiff's Exhibit 4  
13 for identification and attached hereto and  
14 made part of this deposition.)

15 BY MR. LAVI:

16 Q Ms. Guebara, would you please take a look at  
17 Exhibit No. 4 and let me know if you have seen it before  
18 or not.

19 A Yes.

20 Q What is Exhibit No. 4?

21 A It's our employee handbook.

22 Q Do you know from what year?

23 A I don't know what year this would have been  
24 from.

25 Q Let me ask you a bad question. When there is a



1 policies that Pacifica has had since September 2010 to  
2 present?

3 MS. ACHARYA: Same objection.

4 THE WITNESS: No.

5 BY MR. LAVI:

6 Q Let's look at meal break waivers. Do you know  
7 what meal break waivers are?

8 A Yes.

9 Q What are meal break waivers?

10 A A meal waiver is -- it's a form that are given  
11 to 12-hour shift employees allowing them to waive their  
12 second meal.

13 Q And it's a form that they sign for it, correct?

14 A Yes.

15 Q Is the form given to the employees at the  
16 beginning of their employment?

17 A Yes.

18 Q And let me mark this as Exhibit No. 7, Bates  
19 stamp Pacifica 3015.

20 (The document referred to herein was  
21 marked by the CSR as Plaintiff's Exhibit 7  
22 for identification and attached hereto and  
23 made part of this deposition.)

24 BY MR. LAVI:

25 Q Ms. Guebara, have you seen what we have marked

1 two that we have in front of you?

2 A I'm sorry. Repeat that one more time.

3 Q That was a bad question.

4 So all the employees that have signed meal

5 break waivers, they have signed either Exhibit 7 or

6 Exhibit 8, correct?

7 A Yes.

8 Q Now, at some point the meal break waiver was

9 changed from Exhibit 7 to Exhibit 8, correct?

10 A Yes.

11 Q When the meal break waiver was changed from  
12 Exhibit 7 to Exhibit 8, was Exhibit 8 only given to the  
13 new employees or was it also given to the employees who  
14 had signed earlier meal break waivers?

15 A It was -- I believe it was only given to the  
16 new employees.

17 Q So it's fair to say that at the time that the  
18 employees are hired they are given a meal break waiver,  
19 and that meal break waiver will be in place until the  
20 end of their employment?

21 MS. ACHARYA: I'm sorry. I'm just going to  
22 object to the form of the question, lacks foundation,  
23 assumes facts.

24 THE WITNESS: The meal waiver is given to  
25 employees at time of hire; however, at no time during

1 Q It's my understanding that Pacifica has  
2 obtained more or less 200 or so meal break waivers from  
3 its employees; is that correct?

4 MS. ACHARYA: Objection. Speculation, lacks  
5 foundation.

6 THE WITNESS: I would say so.

7 BY MR. LAVI:

8 Q Other than the 200 or so employees that have  
9 signed the meal break waivers, are you ever aware of any  
10 other employees waiving their second meal breaks?

11 A I'm sorry. Repeat it one more time.

12 Q Of course. Other than the 200 or so employees  
13 that have signed meal break waivers, are you aware of  
14 any other employees that have waived their second meal  
15 breaks?

16 MS. ACHARYA: Objection. Lacks foundation,  
17 assumes facts.

18 THE WITNESS: I would say yes, there are other  
19 employees that waive second meals.

20 BY MR. LAVI:

21 Q Who are those employees?

22 A I couldn't tell you who they are.

23 Q How do you keep track of those employees?

24 A I don't.

25 Q How do you know they waived them?

1 A I don't know.

2 Q Has anyone ever told you that employees have  
3 waived their second meal breaks?

4 A Let me say this. Employees, if they feel that  
5 they are entitled to something and did not get  
6 something, they would have gone to their union  
7 immediately, and I would have received either a  
8 grievance, a phone call, something letting me know that  
9 the employee did not receive A, B or C.

10 Q Okay.

11 A And that would have been corrected at that  
12 time.

13 Q You looked at the employee handbook and you  
14 agreed that the employee handbook did not inform the  
15 employees that they were entitled to a second lunch  
16 break if they worked more than ten hours, right?

17 A Yes.

18 Q You looked at the CBA, and the CBA never  
19 informs the employees that they are entitled to a second  
20 lunch break, correct?

21 A Yes.

22 Q So if the employees are not informed they are  
23 entitled to second lunch break, they don't know it,  
24 right?

25 MS. ACHARYA: Objection. Assumes facts, lacks

1 A I would assume they would. I don't have -- I  
2 don't know the answer to that.

3 Q As a human resources department, are you guys  
4 in charge of keeping track of the meal break waivers?

5 A The meal --

6 MS. ACHARYA: Objection -- sorry. Objection.  
7 Overbroad and vague as to whether waivers are written or  
8 oral.

9 Go ahead.

10 THE WITNESS: The waiver is -- once it is  
11 signed, it goes into the employee file.

12 BY MR. LAVI:

13 Q Which is at human resources department, right?

14 A Yes.

15 Q Now, Pacifica understood that it had an  
16 obligation to obtain the meal breaks in writing, right?

17 MS. ACHARYA: I'm sorry. Meal breaks?

18 BY MR. LAVI:

19 Q Meal break waivers, sorry.

20 A One more time.

21 Q Sure. Pacifica understood that it has an  
22 obligation to obtain the meal break waivers in writing,  
23 correct?

24 A Yes.

25 Q And that's why it obtained the meal break



1       waivers in writing, correct?

2             A    Yes.

3             Q    Have you seen any written policies, procedures  
4       or practices that Pacifica has had in place since  
5       September 2010 to present that deals with payment of  
6       premium wages for missed second meal breaks?

7             A    No.

8             Q    Have you seen any policies, procedures and  
9       practices in writing that Pacifica has had since  
10      September 2010 to present that deals with payment of  
11      premium wages for missed third rest breaks?

12            A    No.

13            Q    Has Pacifica paid any premium wages for missed  
14      third rest breaks as of September 2010 to present?

15            A    That I don't know.

16            Q    Are there any documents that reflects or  
17      identifies the employees that have ever taken a second  
18      lunch break at Pacifica?

19            A    One more time.

20            Q    Sure. As of September 2010 to present, has  
21      Pacifica kept track of the employees that have taken  
22      second meal breaks?

23            A    That I don't know.

24            Q    Has any employee taken second meal breaks since  
25      September 2010 to present?

1 not take place.

2 BY MR. LAVI:

3 Q Have you ever seen a policy or practice, or  
4 anything, that tells the employees, "You can take breaks  
5 as you wish"?

6 A No.

7 MR. LAVI: Off the record.

8 (Whereupon a discussion was held off the record.)

9 MR. LAVI: Back on the record.

10 Q Ms. Guebara, it's my understanding that you are  
11 the person most knowledgeable with regards to the number  
12 of the times and the amount of premium wages paid for  
13 missed employees' rest breaks during the class period;  
14 is that correct?

15 A Yes.

16 Q Has Pacifica paid any premium wages to any  
17 employees who missed their rest breaks during the class  
18 period?

19 A No. We have not received any complaints from  
20 any, so no.

21 Q Is it Pacifica's understanding that the  
22 employees are entitled to a third rest break after 12  
23 hours of work?

24 A I'm sorry. One more time?

25 Q Is it Pacifica's understanding that the

1 employees are entitled to a third rest break after  
2 working more than 12 hours?

3 A Yes.

4 Q Other than -- strike that. Let me lay the  
5 foundation.

6 I believe Pacifica has paid somewhere around  
7 200 premium wages for missed meal breaks, correct?

8 MS. ACHARYA: Objection. Speculation, assumes  
9 facts.

10 BY MR. LAVI:

11 Q Do you know?

12 A I do not.

13 Q You do or do not?

14 A I do not.

15 Q Since September 2010 to present, has it been  
16 Pacifica's understanding that the employees are entitled  
17 to a second meal break if they work more than 12 hours?

18 A Yes.

19 Q Now, I think I asked you this earlier, but  
20 since you were not the PMK, I don't know if I got an  
21 answer or not.

22 Does Pacifica have any written policies,  
23 procedures and practices with regards to payment of  
24 premium wages for missed third rest breaks?

25 A No.



1 Q Does Pacifica have any policies, procedures and  
2 practices, even if they are not in writing, with regards  
3 to payment of premium wages for missed third rest  
4 breaks?

5 A Not that I'm aware of.

6 Q Does Pacifica have any policies procedures and  
7 practices, even if they are not in writing, with regards  
8 to payment of premium wages for missed second meal  
9 breaks?

10 MS. ACHARYA: Objection. Asked and answered,  
11 assumes facts, lacks foundation.

12 THE WITNESS: Again, I would have to go back to  
13 the form. I don't know if it has -- if it states first  
14 meal, second meal. I just know it has missed meal.

15 BY MR. LAVI:

16 Q Other than the form, are you aware of any other  
17 policies and procedures, either in writing or not in  
18 writing, that deals with payment of premium wages for  
19 missed second meal breaks?

20 A No. Not that I'm aware of.

21 MR. LAVI: I haven't received that form. Do  
22 you guys have it?

23 MS. ACHARYA: I think we've given it to you.  
24 Missed punch, I think it was part of our first  
25 production.

1 guideline. We'd like for everyone to follow them;  
2 however, that does not take place.

3 Q And with regards to the clocking in, clocking  
4 out and rounding, counsel spent some time previously  
5 discussing -- I don't want to pull it out, but the  
6 handbook policy had some language about how employees  
7 are allowed to clock in -- or, rather, should not clock  
8 in more than seven minutes before and should not clock  
9 in more than seven minutes after.

10 Do you know why that language is in the  
11 handbook?

12 MR. LAVI: Misstates and lacks foundation. You  
13 mean not to clock out more than seven minutes after?

14 MS. ACHARYA: Yes.

15 THE WITNESS: Yes. The reason for not clocking  
16 in early, or clocking in the seven minutes after is to  
17 prevent any overtime hours. It does not say that the  
18 employee cannot clock in or clock out the six minutes  
19 before quitting time or that they couldn't clock in six  
20 minutes late.

21 It says that they cannot clock in prior to the  
22 seven minutes or after the seven minutes. And again,  
23 that is for overtime.

24 BY MS. ACHARYA:

25 Q In your experience as an HR manager, is it your

1 accounting, some business office, marketing.

2 Q Counsel also spent some time asking you about  
3 the meal and rest period policies in the handbook, but  
4 you had explained previously that these policies are  
5 more like guidelines.

6 So with regards to the meal period or meal  
7 breaks, can you explain how it actually happens at the  
8 hospital, give some examples?

9 A I'm sorry. One more time.

10 Q I know that was a bad question.

11 Counsel asked some questions about the meal  
12 period policies in the handbook and you had explained  
13 that these policies are more like guidelines. So can  
14 you give some examples of how these meal breaks are  
15 actually occurring in practice at the hospital?

16 A Okay. So meal breaks, again, are scheduled by  
17 the charge nurse. The rest periods, we would like for  
18 them to be scheduled by the charge nurse as well. And  
19 in some departments they may be, and other departments,  
20 they are very flexible.

21 I have to say we have some employees that are  
22 smokers that I see outside more hours than I do see them  
23 inside the building.

24 Q So when you say the charge nurse schedules the  
25 meal periods, again, this means that it is different for

1 busy at work that they didn't get their first, second or  
2 third rest break, is it your understanding that they  
3 would notify their charge nurse?

4 A They would notify their charge nurse or their  
5 supervisor informing them that they have missed a meal  
6 break or a rest period, and an adjustment will be made.

7 Q What do you mean by "adjustment"? A meal paid  
8 premium -- or premium pay?

9 A Premium pay.

10 Q So the policies in the handbook that have been  
11 discussed today are not actually applied to all  
12 employees all the time?

13 A No.

14 Q That's correct?

15 A That's correct.

16 Q And that's because it's more department based  
17 and/or shift based?

18 A That's correct.

19 MS. ACHARYA: I don't think I have any further  
20 questions.

21

22 FURTHER EXAMINATION

23 BY MR. LAVI:



24 Q The employee handbooks are given to the  
25 employees, right?

1 A Yes.

2 Q When the employee handbooks are given to the  
3 employees, are the employees told that this is just a  
4 guideline, you can ignore it if you want to?

5 A No.

6 Q Employee handbooks are given to the employees  
7 with the expectation that they are followed, right?

8 A Yes.

9 Q In fact, they are told that they should follow  
10 the policies and procedures of the employee handbook,  
11 right?

12 A I don't know that those words are used, but I  
13 would say yes.

14 Q When you looked at the break policy, the break  
15 policy said that the employees are entitled to 15-minute  
16 rest break policy for every four hours, correct?

17 A Yes.

18 Q Which means that if they worked four hours,  
19 they get a rest break, right?

20 A Yes.

21 Q If they work eight hours, they get the second  
22 rest break, right?

23 A Yes.

24 Q And if they work more than 12 hours, they get  
25 the third rest break, correct?

1 MS. ACHARYA: Objection. Misstates testimony,  
2 lacks foundation.

3 BY MR. LAVI:

4 Q Correct?

5 A Yes.

6 Q That's the same guidelines and policy that the  
7 charge nurses were supposed to follow when they schedule  
8 rest breaks, right?

9 A Yes.

10 Q So the charge nurses would schedule employees  
11 for a third rest break when they work more than 12  
12 hours, correct?

13 A Yes.

14 Q Second meal breaks. As you testified, it's  
15 Pacifica's understanding that the employees are entitled  
16 to a second meal break when they work more than 12  
17 hours, correct?

18 MS. ACHARYA: Objection. Misstates testimony,  
19 lacks foundation, and assumes facts.

20 BY MR. LAVI:

21 Q Correct?

22 A Employees that work 12 hours, yes, they get a  
23 second meal break.

24 Q They are not entitled to a second lunch break  
25 unless they work more than 12 hours, correct?

1 MS. ACHARYA: Objection. Misstates testimony,  
2 lacks foundation, assumes facts.

3 THE WITNESS: It's actually if they work more  
4 than ten hours, they get a second meal break.

5 BY MR. LAVI:

6 Q Now, which document have you ever seen that  
7 informs the charge nurses that the employees are  
8 entitled to get a second lunch break when they work more  
9 than ten hours?

10 A Which document?

11 Q Yes.

12 A There is no document.

13 Q How are the charge nurses informed that the  
14 employees are supposed to get a second lunch break when  
15 they work more than ten hours?

16 A I couldn't tell you that.

17 Q Have the charge nurses ever been informed that  
18 the employees are entitled to get the second lunch break  
19 if the employee works more than ten hours?

20 A I can only speak for myself, and I have not  
21 informed them.

22 Q Have you ever been informed that anyone has  
23 ever informed the charge nurses that the employees are  
24 entitled to a second lunch break if they work more than  
25 ten hours?

1 A Again, I don't know that.

2 Q And you're the person most knowledgeable in this  
3 category, correct?

4 A Yes.

5 Q As the human resources director, have you ever  
6 checked, since September 2010 to present, to make sure  
7 that the charge nurses are scheduling employees the  
8 proper number of meal breaks?

9 A No.

10 Q As the human resource manager since September  
11 2010 to present, have you taken any steps to make sure  
12 that the charge nurses are properly scheduling the  
13 nurses for their rest breaks?

14 A No.

15 Q Has Pacifica taken any steps to make sure that  
16 the charge nurses, the supervisors, managers, leads, or  
17 anyone who is in charge of scheduling employees' meal  
18 breaks are properly scheduling employees' meal breaks?

19 A I don't know.

20 Q Has Pacifica taken any steps since September  
21 2010 to present to make sure the charge nurses,  
22 supervisors, managers or leads, or anyone who is in  
23 charge of scheduling employees' rest breaks are doing it  
24 properly?

25 A I don't know.



1 Q After the lawsuit was filed, you mean?

2 A I'm sorry?

3 Q After this lawsuit was filed?

4 A Yeah.

5 Q Prior to the lawsuit being filed, do you recall  
6 having any conversations with Mr. Mousa with regards to  
7 meal breaks?

8 A No.

9 Q Prior to the lawsuit being filed, do you recall  
10 having any discussions with Mr. Mousa with regards to  
11 rest breaks?

12 A Again, I know that they come up in labor  
13 management meetings, and he would have been present.

14 MR. LAVI: I have no other questions.

15 Do you have any questions?

16 MS. ACHARYA: Yeah. Just a couple of points to  
17 follow up.

18

19 FURTHER EXAMINATION

20 BY MS. ACHARYA:

21 Q Because Pacifica offers 8- and 12-hour shifts  
22 to their non-exempt employees, for the 12-hour shifts,  
23 is it your understanding that they're entitled to three

24 breaks, rest breaks?

25 MR. LAVI: Objection, leading.



I

1 MS. ACHARYA: You can answer.

2 THE WITNESS: Yes.

3 BY MS. ACHARYA:

4 Q Do you know if the charge nurses always create  
5 a set schedule for meal and rest breaks for each shift,  
6 or are there some charge nurses that are more lax and  
7 kind of let the employees figure out a schedule for each  
8 shift?

9 A I think that's probably what happens throughout  
10 the hospital, is that employees are allowed to schedule  
11 their own rest periods and meal period. I think the  
12 charge nurses are very lax in allowing them to do so.

13 Q So regardless of the policies in the handbook,  
14 the employees are kind of making up their own schedules  
15 with regards to any breaks?

16 A Yes.

17 Q There have been a lot of questions about the  
18 training that charge nurses and supervisors have had.

19 Is it your understanding, as the HR manager,  
20 that the unions involved with Pacifica are well-versed  
21 in the rights that each employee is entitled to.

22 MR. LAVI: Objection. Overbroad, lacks  
23 foundation, leading, irrelevant.

24 THE WITNESS: I would say they are. The charge  
25 nurses definitely are.

1 Q I read that correctly, right?

2 A Yes.

3 Q So for each eight hours worked, they get one  
4 lunch break, right?

5 A Yes.

6 Q So if an employee works nine hours, they have  
7 worked one eight-hour shift, it hasn't been over, then  
8 they only get one lunch break, right?

9 Right?

10 A I guess it's the way you want to read it.

11 Q That's what it says. We can argue, but that's  
12 what it says.

13 Putting that aside, Pacifica has done nothing  
14 to verify that the charge nurses are properly scheduling  
15 employees' meal breaks, correct?

16 A Correct.

17 Q Pacifica has done nothing to make sure that the  
18 charge nurses are properly scheduling rest breaks,  
19 correct?

20 A Correct.

21 Q Pacifica has done nothing to make sure that the  
22 supervisors, lead person, managers, directors or any  
23 other employee, other than the charge nurses, are  
24 properly scheduling employees' meal breaks, correct?

25 MS. ACHARYA: Objection. Speculation, lacks

1 foundation.

2 THE WITNESS: Yes.

3 BY MR. LAVI:

4 Q Pacifica has done nothing to verify that  
5 supervisors, directors, lead persons, anyone other than  
6 charge nurses, are properly scheduling employees' rest  
7 breaks, correct?

8 A Again, the employee takes their rest periods --

9 Q I'm not talking about --

10 A -- and meal breaks.

11 Q I'm not talking about employees. I'm asking  
12 with regards to a very specific group of employees.

13 Pacifica has done nothing to make sure that  
14 employees -- strike that.

15 Pacifica has done nothing to make sure that the  
16 directors, supervisors, managers, leads or anyone who  
17 schedules employees' rest breaks are scheduling them  
18 properly, correct?

19 A Not that I'm aware of.

20 Q Pacifica has done nothing to make sure that the  
21 employees are receiving all the required rest breaks,  
22 correct?

23 MS. ACHARYA: Objection. Overbroad, vague,  
24 speculation, lacks foundation.

25 THE WITNESS: Not that I'm aware of.

1 BY MR. LAVI:

2 Q Pacifica has done nothing since September 2010  
3 to present to make sure that the employees are taking  
4 proper meal breaks, correct?

5 A Correct.

6 MR. LAVI: No other questions.

7 MS. ACHARYA: Just a couple.

8

9 FURTHER EXAMINATION

10 BY MS. ACHARYA:

11 Q We keep going back and forth on this.

12 Non-exempt employees who work 12-hour shifts  
13 are provided three rest breaks, correct?

14 A Yes.

15 MR. LAVI: Objection, leading.

16 BY MS. ACHARYA:

17 Q And is it your understanding that if any  
18 employee felt they were not provided proper hours  
19 worked, wages for hours worked, or a meal period or a  
20 rest period, that they would notify their union  
21 representative?

22 A Yes, they would notify their union rep or their  
23 supervisor.

24 Q And about how soon after that complaint was  
25 made do you think you would be notified?

1 A No, you're right.

2 Q Okay. And you say that -- what's your  
3 understanding as to what's California law pertaining to  
4 rest breaks?

5 A For the rest breaks, that they get the four  
6 rest breaks throughout the day on the 12-hour shift  
7 employees.

8 Q They get four rest breaks or they get a rest  
9 break for every four hours?

10 A Yes.

11 Q Which one?

12 A They get -- they get the three rest breaks, one  
13 for every four hours.

14 Q And what is your understanding as to what is  
15 the California law for meal breaks?

16 A That they receive a second meal after the ten  
17 hours.

18 Q And when did you become aware of that, that  
19 employees are entitled to receive a second meal break  
20 after ten hours of work?

21 A I've known that they receive a ten -- I mean,  
22 after ten hours, they receive a second meal.

23 Q How long have you known that for?

24 A I can't tell you how long I've known that for.

25 Q Has it been two years? Five years? 15 years?

1 A It's not 15 years, but it's been several years.

2 Q What's your best estimate?

3 A I'm going to say definitely the last four years  
4 I've known about it. It could be longer. I'm just  
5 going to say four years.

6 Q That's fine.

7 As the person most knowledgeable, you, yourself,  
8 also have not taken any steps to make sure that the  
9 employees are getting second meal breaks, correct?

10 A That's correct.

11 Q And you, as the person most knowledgeable, have  
12 not taken any steps to make sure that employees are  
13 getting third rest breaks, correct?

14 A Correct. Again, I don't monitor anyone's rest  
15 periods or meal breaks. I don't supervisor each  
16 employee, so I wouldn't be monitoring them.

17 Q Since you knew the employees were entitled to  
18 get a second lunch break, why didn't you put that in the  
19 employee handbook when it was updated in 2012?

20 A I will make sure that when I go back, the  
21 person that does do the updating, I will let them know.

22 Q So as of 2012 did you know that the employees  
23 are entitled to second lunch break?

24 A Yes.

25 Q But that was not included in the employee

1 handbook that was given to the employees, right?

2 A Correct.

3 Q In 2010 did you know that employees are  
4 entitled to second lunch break if they work more than  
5 ten hours?

6 A Most likely, yes.

7 Q And once again, when you made the changes to  
8 the employee handbook, that was not included, right?

9 A I didn't make the changes to it.

10 Q You were part of the --

11 A I wasn't part of it.

12 Q Who made the changes to the employee handbooks?

13 A In 2010 I believe it was our administration  
14 department.

15 Q Who was that?

16 A I believe Maria Goodrich.

17 Q In 2010 did you review the employee handbook?

18 A I'm sure I did.

19 Q When you reviewed the employee handbook, did  
20 you ever tell anyone from Pacifica, "Hey, the policy  
21 mentions nothing about second meal breaks and it  
22 should"?

23 A No.

24 Q When you saw the 2012 edition, did you tell  
25 anyone that, "Hey, the employee handbook doesn't say



1 anything about second lunch breaks"?

2 A No.

3 Q Did you tell anyone that they should inform the  
4 employees that they get second lunch breaks if they work  
5 more than ten hours?

6 A No.

7 Q Did you tell anyone that the employee handbook  
8 doesn't inform the employees that they are entitled to a  
9 third rest break and you should inform that?

10 A No.

11 MR. LAVI: No other questions.

12 Same stipulation?

13 MS. ACHARYA: Same stipulation.

14  
15 (Whereupon it was stipulated by and between  
16 the attorneys to relieve the court reporter  
17 of her custodial duty. The original will be  
18 sent to defense counsel. Defense counsel shall  
19 maintain custody and control of the original  
20 and provide it upon reasonable request to  
21 court. If the original is lost or destroyed,  
22 a certified copy shall have the same force and  
23 effect. The deponent will have one week to  
24 review and make any changes that the deponent  
25 deems necessary. And defense counsel shall

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inform plaintiffs in writing of any such  
changes. If the transcript is not signed  
under penalty of perjury, it will be deemed  
signed under penalty of perjury.)  
(Whereupon the deposition adjourned at  
4:01 P.M.)

PENALTY OF PERJURY CERTIFICATE

1  
2  
3 I hereby declare I am the witness in the within  
4 matter, that I have read the foregoing transcript and  
5 know the contents thereof; that I declare that the same  
6 is true to my knowledge, except as to the matters which  
7 are therein stated upon my information or belief, and as  
8 to those matters, I believe them to be true.

9 I declare being aware of the penalties of perjury,  
10 that the foregoing answers are true and correct.

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15 Executed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
16 at \_\_\_\_\_, \_\_\_\_\_.  
17 (CITY) (STATE)

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22 PATTY GUEBARA



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I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_

NANCY KRAMER, CSR NO. 8756

# EXHIBIT 3

Name  REDACTED

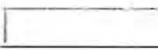
Save	Save & Round	Return	Refresh
*Name	<input type="text" value="Nearest Qtr"/>		
IN-PUNCH	OUT-PUNCH	UNSCHEDULED	MISSED PUNCH
EARLY PUNCH ROUNDING		LATE PUNCH ROUNDING	
*Change Point	<input type="text" value="0:00"/> HH:mm	*Change Point	<input type="text" value="0:00"/> HH:mm
Outside	Inside	Inside	Outside
*Round	<input type="text" value="0:15"/> HH:mm	<input type="text" value="0:01"/> HH:mm	*Round <input type="text" value="0:01"/> HH:mm <input type="text" value="0:15"/> HH:mm
*Grace	<input type="text" value="0:07"/> HH:mm	<input type="text" value="0:00"/> HH:mm	*Grace <input type="text" value="0:00"/> HH:mm <input type="text" value="0:07"/> HH:mm



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*Change Point	<input type="text" value="0:00"/> HH:mm	*Change Point	<input type="text" value="0:00"/> HH:mm		
Outside	Inside	Inside	Outside		
*Round	<input type="text" value="0:15"/> HH:mm	<input type="text" value="0:01"/> HH:mm	*Round	<input type="text" value="0:01"/> HH:mm	<input type="text" value="0:15"/> HH:mm
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OVERTIME RULES



### EDIT BREAK RULE

Name

REDACTED

\*Name

#### BREAK LENGTHS

\*Normal Length  HH:mm  
\*Medium Length  HH:mm  
\*Max Length  HH:mm

#### ROUNDS AND GRACES

Use Unscheduled Punch Rounding

#### Short Break (Break Length < Normal Length)

Round  HH:mm  
Grace  HH:mm

#### Medium Break (Normal Length < Break Length < Medium Length)

Round  HH:mm  
Grace  HH:mm

#### Long Break (Medium Length < Break Length < Max Length)

\*Round  HH:mm  
\*Grace  HH:mm

#### BREAK SETTINGS

##### Break Starts

\*At or After  HH:mm  
\*Before  HH:mm

Relative to

- 12 Midnight
- Scheduled Start
- Actual Start

\*Paid Amount  HH:mm  
\*Short Exception Limit  HH:mm  
\*Long Exception Limit  HH:mm

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# EXHIBIT 4

## WELCOME TO PACIFICA HOSPITAL OF THE VALLEY

By accepting employment at Pacifica, you have joined a dedicated group of professionals; each with special skills that contribute to excellence in medical care.

You are important to the efficiency, success and high standards of the Hospital. We all play a direct or indirect role in providing patients with the best health care possible. Our constant team approach insures the highest professional quality. To patients, family members, visitors and physicians YOU ARE Pacifica Hospital of the Valley.

We know you will join us in maintaining an atmosphere that consistently demonstrates courtesy, good attitudes, cooperation and respect. Welcome to the team as we continue to grow together and to provide the best hospital health care available to our patients.

### FORWARD

The purpose of this handbook is to acquaint you with the policies, work rules and benefits of Pacifica Hospital of the Valley. We urge you to become completely familiar with the contents of this handbook.

From time to time, as new policies are approved or existing policies are changed, they will be made available to you for insertion in your employee handbook.

Please understand that this handbook merely summarizes existing, approved Administrative Policies and Procedures. If you desire further clarification or greater details on any subject, you are encouraged to ask your Supervisor, Department Head or the Human Resources Department.

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## **PACIFICA HOSPITAL OF THE VALLEY**

### **HOSPITAL VISION**

**We will be the provider of choice for:**

- Our Community
- Healthcare Professionals
- Payors
- Our Employees and Their Families

**We will achieve this vision through:**

- Understanding and responding to the needs of our culturally diverse community
- Continually providing efficient and effective care with improved technology
- Promoting professional growth for our employees with education, teamwork and support
- Fostering a safe environment of dignity and respect treating patients as our family
- By partnering with local healthcare providers and service organizations

### **MISSION STATEMENT**

To provide healthcare and promote wellness for the community we serve with respect and compassion through education and excellence.

## EQUAL EMPLOYMENT OPPORTUNITY

Pacifica Hospital of the Valley has adopted the following policy with reference to equal employment opportunity.

- 1.) To comply with all applicable laws and regulations prohibiting discrimination in employment on the basis of race, color, religion, sex, national origin, ancestry, age and physical or mental handicap.
- 2.) To make all decisions regarding recruiting, hiring and promoting of employees solely upon the basis of the individual's qualifications and ability related to the requirements of the position being filled and in full compliance with all applicable laws and regulations prohibiting discrimination in employment.
- 3.) To make all employment decisions in a manner which will further the principle of equal employment opportunity.
- 4.) To insure that all other personnel actions, including such matters as compensation, benefits, transfers, layoffs, hospital-sponsored training, and education are administered in compliance with all applicable laws and regulations prohibiting discrimination in employment.

PHOV strives to ensure fair and honest treatment of all employees. Supervisors, managers and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. Any employees with a question or concern about any issue related to their employment with PHOV is encouraged to bring the issue to the attention of the appropriate person, in accordance with the reporting procedures set forth in the Compliance Handbook which has also been provided to you.

## YOUR EMPLOYMENT

### **EMPLOYMENT APPLICATION**

All applications for employment are to be submitted to the Human Resources Department. The Human Resources Department initiates recruiting, screening and processing applicants for employment. Any false statement may be cause for immediate discharge.

### **RE-EMPLOYMENT**

Former employees are eligible for rehire provided their prior performance record was satisfactory and that the reason for termination was acceptable and valid.

### **REINSTATEMENT**

Upon reinstatement, if within thirty (30) days of termination, your service to the hospital will be counted as continuous from your previous date of hire and you will be eligible for continued participation in review periods and employment benefits. Benefits, however, would not accrue during the thirty (30) day termination period. An employee will not be eligible for reinstatement if terminated within the probationary period.

## **HIRING OF RELATIVES**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and team morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Although PHOV has no prohibition against hiring relatives of existing employees, we are committed to monitoring situations in which relatives work in the same area. PHOV reserves the right to transfer, demote or terminate the employment of an employee when a problem develops or is likely to develop. The determination of whether a problem has developed or is likely to develop is within PHOV's sole discretion.

## **LICENSURE**

Certain professional positions require current registration or licensure. Applicants for these positions will be required to present a valid license at the time of interview. During the course of employment it will be necessary to present proof of renewal of registration or licensure to you Department Head. No employee will be permitted to work with on expired license or certification. An employee will be placed on immediate suspension until proof of current licensure/certification is presented.

## **EMPLOYEE MEDICAL EXAMINATIONS & BACKGROUND CHECKS**

To help ensure that employees are able to perform their duties safely and completely, background checks, medical examinations and/or drug screening may be required, depending on the employee's job category.

After an offer of employment of employment has been made to an applicant entering a designated job category, a background check, medical examination and/or drug screening may be performed at PHOV's expense by a licensed third party of PHOV's choice. The offers of employment and assignment to duties are contingent upon satisfactory completion of these examinations.

In addition, PHOV reserves the right to conduct subsequent background checks and/or drug screening during on employee's tenure with PHOV at any time PHOV has reason to believe that such an examination would be relevant to ensure the continued safe performance of the employee's responsibilities, for example, following an on the job injury, Failure to submit to such an examination may result in discipline, up to and including termination.

Information relating to an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

## **EMPLOYEE STATUS**

### **STATUS and CLASSIFICATIONS**

Our employees are grouped into the following classifications:

- 1.) Full-time:  
When you work 36-40 hours a week, on a regularly scheduled basis, you are considered a full-time employee and are entitled to all employee benefits.
- 2.) Part-time:  
When you are scheduled to work a fixed schedule of between 20-35

hours a week you are considered a Part-time employee and are eligible for all benefits which are pro-rated according to the ratio of your schedule to 40 hours.

3.) Per-Diem:

You work varied hours and schedules, and you are not eligible for benefits.

### **IDENTIFICATION (ID) BADGE**

When you are hired, you are given a picture ID badge which shows your name, position and department. You are required to wear your badge in a visible place at all times while on duty. If your name or position has changed (marriage, promotion, etc.) a new badge will be issued. Your ID badge serves as a means of clocking in and out of the hospital. The ID badge is the property of Pacifica Hospital of the Valley and as such must be surrendered to the hospital upon demand or when employment is terminated.

### **ORIENTATION**

Pacifica Hospital of the Valley wants you to feel at ease and a part of the hospital as soon as possible. We urge you to become completely familiar with the contents of this handbook. A copy of your job description detailing your duties and responsibilities will be given to you during orientation. Your Supervisor and/or Department Head will orient you to your specific department and job. All employees are required to attend orientation.

### **ANNIVERSARY DATE**

The day you begin work at Pacifica is called your "Anniversary Date" or "Hire Date." This date is used to calculate your vacation, sick leave and other benefits. A new anniversary date, referred to as "Benefit Date", is established to reflect any non-paid leaves per our Leave of Absence Policy or when changing from a non-benefit status to a benefit status.

### **PROBATIONARY PERIOD**

All new and newly transferred employees are in a probationary period their first three (3) months of employment. It is a time for mutual adjustment and evaluation. Near the end of the probationary period, your Supervisor and/or Department Head will conduct an evaluation conference and recommend continued employment, continued probation, or termination. During this period of time, if you are dissatisfied with your employment or if your performance does not meet hospital standards, your employment may be terminated by you or Pacifica without advance notice. The grievance procedure may not be utilized during the probation period.

### **PERFORMANCE REVIEW**

Your job performance will be evaluated by your Department Head and/or Supervisor in order to give you all the assistance and guidance necessary to realize your full potential as an employee. Your first review will take place before the end of your three-month probationary period. Thereafter, reviews will be held once a year.

The review is intended to be constructive in nature, identifying both your strengths and weaknesses, and discuss specific approaches to meet department and performance goals. Reviews also give you an opportunity to discuss your employment at Pacifica and your role in the department. Each review becomes a part of your permanent personnel record. Special reviews may be held when the situation warrants.

### **WORK SCHEDULES**

Work schedules for employees vary throughout PHOV. You will be notified sufficiently in advance of your work schedule of the days and hours you are expected to work. PHOV reserves the right to schedule employees' work hours in accordance with the operational and administrative needs of PHOV and the best interests of its facilities. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and each week.

When operating requirements or other needs cannot be met during regular working hours, employees may be given an opportunity to volunteer for, or may be required to work, overtime assignments. All overtime work must receive the supervisor's authorization. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave or any other leave of absence will not be considered hours worked for purposes of calculating overtime.

Employees may be required to work beyond their scheduled shift or number of days per week to ensure adequate coverage when staffing needs require. If doing so results in overtime, overtime compensation will be paid.

#### **SHIFT DIFFERENTIAL**

As compensation for working hours other than regular daytime shifts, a shift differential is added to the basic wage rate for employees who work during the second and third shift.

#### **REST PERIODS**

You are provided a 15-minute rest period for each four (4) hours of working time. When your total daily work time is less than three and one-half hours, you are not eligible for a rest period. Meals and rest periods should not be combined. Your Supervisor will arrange the times for your particular rest periods.

#### **MEAL PERIOD**

You must take a thirty (30) minutes meal period after not more than five (5) hours of work, except, that when a work period is not more than six (6) hours per day the meal period may be waived by mutual consent of the hospital and yourself. Every effort will be made to schedule your meal period as close to the middle of the shift as possible. You must clock OUT and clock IN for your meal period. Should you be unable to take a meal period because of a hospital emergency, contact your Supervisor immediately.

#### **TIME AND ATTENDANCE**

The Time and Attendance system records your hours of work and is the document upon which you are paid. It is your responsibility to record your time by using your ID badge. When you fail to record your time or do so incorrectly report it immediately to your supervisor who will make the necessary correction.

You are prohibited from clocking in earlier than six (6) minutes before the start of your shift or clocking out later than six (6) minutes beyond your scheduled quitting time unless prior permission is obtained from your Supervisor or Department Head. If you find it necessary to leave the hospital during your scheduled shift, prior permission must be obtained and you must clock OUT when leaving and clock IN when returning. It is against hospital policy to clock in or out for another employee. Violation of this policy could result in disciplinary action including termination.

#### **PAY PERIODS**



The pay period covers two weeks (14) days, beginning on Sunday at 12:01 AM and ending on the second Sunday at twelve (12) midnight.

### **PAYCHECKS**

The hospital's payroll program is based on twenty-six (26) two-week pay periods per year. Payday is the Friday following the close of the pay period and paychecks are distributed in your department at 11:00 AM. Paychecks are personal and in order to release your check to another person, you must make arrangements with your Supervisor and provide a written authorization.

Questions concerning your paycheck should be discussed with your Department Head who will consult the Payroll Department for clarification. Errors will be corrected no later than three (3) working days following notification. Wages are not paid in advance of payday nor does the hospital cash paychecks. Lost checks should be reported immediately to the Payroll Department.

### **PAYROLL DEDUCTIONS**

Deductions made from a paycheck fall into two categories: (1) standard deductions required by law; and (2) voluntary deductions authorized by an employee in writing:

#### **1.) STANDARD DEDUCTIONS**

##### **FEDERAL INCOME TAX (F.I.T.) and STATE INCOME TAX (S.I.T.)**

Deductions are withheld from your gross earnings each pay period according to your authorization on the withholding statement (Form W-4). You are responsible for reporting any changes in the number of dependents to the Human Resources Department so that a new withholding statement can be filled out. You receive a withholding tax statement (Form W-2) to file with your income tax returns each year.

**SOCIAL SECURITY (F.I.C.A.)** is deducted from your gross earnings on a percentage fixed by the Federal Government. The amount withheld is matched by an identical contribution from the hospital and deposited to your credit with the Federal Government. These funds help to provide a monthly income and health care benefits when you are totally disabled or reach the age of retirement and provides for your eligible survivors upon your death. Any change of name must be reported to the local Social Security Office and then to the Human Resources Department.

**STATE DISABILITY INSURANCE (S.D.I.)** is deducted to provide income when you cannot work because of non-work related illness or injuries. It is based on a percentage of your gross fixed wages to a maximum fixed by law. Once the gross earnings exceed the maximum allowed for SDI deduction within the calendar year, this deduction is discontinued until the following year.

#### **2.) EXAMPLES OF VOLUNTARY DEDUCTIONS**

- Health plans
- Special Group Life Insurance
- Credit Union
- Union Dues
- 401(k) Plan

### **GARNISHMENTS**

Employers are required by law to accept a legal assignment or garnishment against an employee's wages. You will be notified of any attachment received by the Human Resources or Payroll Department.

## **PROMOTION AND TRANSFER**

When openings for advanced positions occur within the department, promotion of present employees will be considered. Transfer to openings in other departments may be arranged when such transfers are in the best interest of the hospital and the employee. When you become aware of a position, which offers a promotion or better opportunity, and you desire to receive consideration for the position, contact the Human Resources Department.

- 1.) You may be considered for promotion or transfer when:
  - a.) You have completed at least six (6) months' service in the current job classification, unless initiated by Pacifica.
  - b.) You meet the requirements for aptitude, education, experience, skills, and seniority for the position.
  - c.) Your personnel records indicate satisfactory performance and attendance in the current position.
- 2.) You will be accepted for transfer to an open position when:
  - a.) The current Department Head is able to reference satisfactory performance and attendance.
  - b.) Both Dept. Heads agree that you are eligible for the open position.
- 3.) You may transfer to the open position when a suitable replacement has been hired and trained.
- 4.) Interdepartmental transfers should be discussed with your Department Head.

After promotion or transfer, a supplementary Probationary Period of three (3) months will apply.

## **TERMINATION OF EMPLOYMENT**

Pacifica Hospital of the Valley cannot make any promises about the length or continued employment of any employees. Your employment is at will and can be terminated at any time with or without cause by either you or PHOV.

## **RESIGNATION**

When an employee terminates the relationship it is considered a resignation or voluntary quit. For recruitment purposes, employees are requested to give their Supervisor or Department Head two (2) week's written notice explaining the reason for resigning. Department Heads and Supervisors are expected to give a minimum of one (1) month's notice. The Human Resources Department may ask that you have an Exit Interview and obtain your comments regarding current policies and procedures.

## **INVOLUNTARY TERMINATION**

When an employee is discharged for just cause, it is considered an involuntary termination. Such terminations would also include release during the probationary period and lay off due to lack of work.

## **RETURN OF PROPERTY**

Upon the termination of an employee's employment with PHOV, regardless of the circumstances, an employee is expected to return all PHOV property immediately. This includes, but is not limited to, security or access cards, meal cards, credit cards, uniform keys, pagers and any other items in an employees possession related to the employee's employment with PHOV.

## BENEFITS

### **PAID TIME OFF (PTO)**

Pacifica Hospital of the Valley provides eligible employees with time off from work with pay based on years of service.

Eligible part-time employees accrue on a prorated basis according to hours worked or scheduled, e.g., a part-time employee working 20 hours a week will earn half the PTO that a full-time employee earns.

Paid Time Off (PTO) may be used for vacation time, holidays and personal time off, such as appointments or family illness.

PTO accrues only when an employee is on active status. It does not continue to accrue during leaves of absence or periods of termination pay.

Some days during the year may be observed as holidays by the Hospital. When employees are not scheduled to work on such days, they may be paid accrued PTO equal to their normal workday.

Employees are encouraged to schedule their PTO in advance during the year it accrues. Time off scheduling will be considered and approved by management in order of request and in consideration of staffing and coverage requirements.

PTO accrues, vests, and is available for use from the date of hire, and PTO unused at the date of employment termination is paid off with the final paycheck.

### **SICK LEAVE**

Employees accrue and earn sick leave hours as insurance against loss of income caused by absence from work due to a personal illness or disability.

Full-time employees earn 8 days of sick leave a year.

Eligible part-time employees accrue on a prorated basis according to hours worked or scheduled, e.g., a part-time employee working 20 hours a week will earn half the sick leave that a full-time employee earns.

Sick Leave accrues only when an employee is on active status. It does not continue to accrue during leaves of absence or periods of termination pay. Sick Leave accrues from the date of hire, but it is not earned or available for use until the completion of three months of employment.

### **INSURANCE**

All insurance benefits are explained during your new hire paperwork day and during orientation. Please contact the Human Resources Department regarding any question or problems you may have.

### **INSURANCE BENEFITS**

Full-time and part-time employees eligible for benefits are encouraged to enroll in Pacifica Hospital of the Valley's comprehensive Medical, Dental and Vision Care Plan. Membership becomes effective on the first of the month following the completion of 60 days of employment, provided you have completed an enrollment card.

Coverage is available to full-time and part-time employees working 20 hours a week. Enrollment of dependents will be charged at current rates and through payroll deductions. Coverage will end the last day of the month you request termination of coverage, or the end of the month in which employment terminates. If eligible, COBRA will apply.

#### **LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

Life insurance is a fringe benefit provided by Pacifica to all employees. Life and AD&D coverage becomes effective the first of the month following 60 days of employment.

#### **STATE DISABILITY INSURANCE**

All employees are required by California State Law to participate in a program for disability insurance. You pay this insurance through a percentage deduction of wages paid you in a calendar year. SDI covers illness or injury, which is not work incurred and pays a portion of your wages when you are off work beyond seven (7) days, or from the first day of hospitalization. Your accrued sick leave will be integrated with the SDI benefits to supplement your income, but not to exceed your hourly rate of pay. All claims for SDI must be made by you and within 20 days of the first day of disability.

#### **WORKER'S COMPENSATION**

If an injury or illness is caused by your job, you will be compensated in accordance with the Worker's Compensation Act of the State of California. To be eligible for payment, you must report any injury to your Supervisor immediately. All injuries, no matter how minor, must be reported to the Employee Health Department and an Employee Claim Form completed.

If hospitalized, compensation begins immediately; otherwise benefits begin on the fourth day of absence. Your accrued sick leave will be used to continue your income until the insurance benefits begin, then your sick leave will be integrated in the manner as described in SDI. When you are sent home during the workday due to an injury or work-related illness, you will be paid for all work hours scheduled that day.

#### **LEAVES OF ABSENCE**

When you have 6 months of employment and you have a valid reason for being away from work more than two weeks you may be granted a LOA at the discretion of your Supervisor. Leaves beyond one month must be approved by the Administrator. A LOA shall not exceed six (6) months; however, under special circumstances a leave may be extended monthly, thereafter, with administrative approval. Applications for a LOA must be submitted on the Request for Leave of Absence Form, stating the reason for and specific time of leave and submitted to Human Resources.

Depending on the type of leave your Benefit Date will be adjusted to reflect the period of time beyond thirty (30) days.

Leaves of absences are granted for the following reasons only:

Personal Leave: For compelling personal reasons not contemplated or made possible under other time off policies. The compelling nature of the leave and the department need are evaluated by your supervisor. The employee's quality of performance and seniority are given particular weight in reaching a decision regarding the leave.

Family Leave of Absence: To provide for a Leave of Absence for family care and medical reasons in accordance with the Family Care and Medical Leave Act. Leave of Absences will be granted in the event of (a) the birth, adoption, or serious illness of the child of an employee, (b) the care of a seriously ill parent or spouse or (c) serious illness of an employee.

Such leave will be limited to a cumulative maximum of three (3) months in any twelve (12) month period for the same family unit including PTO available at the time of the leave.

POV may require certification by the health care provider as to (a) the date the disability began, (b) its nature and probable duration, and (c) an estimate of the length of time of required care by a family member.

There will be no loss of seniority during or upon the conclusion of such leaves. Continuation of benefits while on leave is on the same terms as with other leaves. Health care coverage shall be maintained during the first 3 months of a disability leave and family care leave.

Employees will be reinstated in the same or comparable job classification, shift and pay level upon their return from Family Leave.

#### **BEREAVEMENT LEAVE**

When death occurs in your immediate family and you have completed your probationary period, you may be granted up to three days paid leave to make arrangements for and to attend the services. Immediate family is defined as: Employees' spouse, child, parent, legal ward, siblings, the employee's spouses parents, child or siblings the employees child, spouse, grandparents or grandchildren

#### **JURY DUTY**

PHOV encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request up to 2 weeks of paid jury duty leave over any 2-year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked o the day of absence. Any stipend the employee receives from the court must be turned over to PHOV.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they should notify their supervisor immediately. Employees may use any available accrued vacation leave or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that their supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report to work whenever the court schedule permits.

Either PHOV or the employee may request to be excused from jury duty if, in PHOV's judgment, the employee's absence would create serious operational difficulties.

PHOV will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave and holiday benefits will continue to accrue during jury duty leave.

#### **WITNESS DUTY**

PHOV encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by PHOV, they will be paid regular wages for the time spent at witness duty. The subpoena must be shown to the employee's supervisor immediately upon receipt.

Employees will be granted time off to appear in court as a witness at the request of a party other than PHOV. Employees are free to use any remaining paid leave benefits (such as vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

### **SOCIAL SERVICES**

You are eligible for confidential counseling and referral services provided without cost by the Social Service Department. You may contact the department for further information.

### **CREDIT UNION**

A chartered credit union, E-Central Credit Union, is available for your convenience if you have benefit status and have completed the probationary period. Credit union members may arrange to begin a savings account through our payroll deduction plan. The Human Resources Department will answer your questions and provide you with literature explaining the services offered by the Credit Union.

### **TICKETS**

The Human Resources Department has discount tickets available for many recreational activities such as Universal Studios, Sea World, Knott's Berry Farm and Magic Mountain.

## **YOUR RESPONSIBILITIES**

### **PROGRESSIVE DISCIPLINARY ACTION**

Every organization has standards and rules of conduct to govern its activities. Whenever there is a large group of employees who make up a work force, variances in work behavior and violations of rules are bound to occur from time to time. These occurrences must be resolved properly to constructively correct the problem or infraction, and in a reasonably consistent manner throughout the hospital. When problems with behavior or violation of the hospital's rules do occur then disciplinary action, which is appropriate to the circumstances, should be taken.

Forms of progressive disciplinary action in sequence of severity are:

- Verbal Warning
- Written Warning
- Suspension
- Termination

Verbal or written warnings are given for initial, minor infractions of rules or when work performance level is below that which is considered acceptable. Employees are required to sign written warnings as acknowledgment of receipt of counseling, but it is not considered an admission that the contents are justified.

Suspension is a serious step in the corrective discipline cycle used by management to impress upon an employee, without resorting to discharge, the seriousness of violations of rules and regulations and/or substandard performance. During this type of suspension, employee suffers loss of pay and possibly

benefits. Suspension also may be used as a tool during the course of investigation to provide necessary time to inquire into the facts and circumstances of an incident.

- Although progressive discipline should normally be applied, a written warning need not always be preceded by a verbal warning, and circumstances may arise in which serious discipline (suspension or termination) is imposed without prior warning.

#### **ATTENDANCE**

When you are away from work on an unscheduled absence it places a burden on your co-workers. Therefore, we expect that you will be at work, on time, for every scheduled workday. Good attendance is a condition of employment. When you are unable to report for duty, notify your Supervisor. The notification should occur at least two hours (or as soon as possible) prior to the beginning of the work shift, which will be missed. If your Supervisor is not available, contact your Department Head. If neither is available, you may contact the Administrative Nursing Supervisor. When you leave the hospital's premises during working hours prior permission from your Supervisor must be obtained. A record of frequent tardiness or absence may be cause for termination of employment.

#### **CONFIDENTIALITY**

The care of a patient is always confidential in nature; therefore, any information concerning a patient's condition, treatment, records or personal affairs shall be kept confidential. Such information may be released only through or with the approval of the patient, patient's doctor, or when ordered to do so by Court order. It is unlawful for you to discuss any patient information with anyone except authorized personnel. You are responsible for protecting the patient's right to privacy and any violation of this policy is subject to disciplinary action up to and including termination.

#### **PERSONNEL RECORDS**

A complete and confidential employment record is maintained on each employee in the Human Resources Department. It is your responsibility to notify that department of any changes in your personal data; such as marital status, address, phone number, beneficiary, etc. The hospital is not responsible for any loss to you due to your failure to keep Human Resources informed of any personal data change. Should you desire to review your personnel file, contact the Human Resources Department for an appointment.

Human Resources Department hours are 8:00 AM to 5:00 PM, Monday through Friday.

#### **DRESS AND PERSONAL APPEARANCE GUIDELINES**

Whether uniformed or non-uniformed, you are expected to present a neat, well-groomed professional appearance and dress appropriate to your position. Be selective, avoiding extreme styles. Limit your use of scents and jewelry. Shoes are to be clean and kept in good repair. Denim jeans shall not be worn at any time. Clothing should not reveal undergarments. Keep your nails clean and well shaped. Hair should be neat and clean and maintained in such a manner that it does not fall forward during patient contact. Be considerate of patients and co-workers by maintaining good personal hygiene. If you have any question as to appropriateness of dress, please discuss it with your Supervisor.

Some departments have uniform requirements. All uniforms furnished by the hospital must be returned upon termination. Dress regulations for your specific department will be furnished at the time of hire.

#### **SAFETY MANAGEMENT**

Pacifica Hospital of the Valley recognizes its responsibility in providing a safe and healthy work environment for its employees and ensuring that employees can perform their jobs effectively without

endangering their health or the health of others. The hospital constantly strives to provide work areas that are free from known hazards recognizable as causes of physical harm, illness or injury. Continuous promotion of employee, patient and visitor safety is maintained. This is done through an ongoing program of the analysis of safe working procedures, accident prevention, safety education and proper equipment for each job.

The Safety Management Program reaches every employee and is dedicated to prevention rather than reaction. Safe work environments and quick identification of potential hazards are stressed. Part of your employee responsibility is to take an active part in the prevention of potential accident situations and/or hazardous procedures through awareness and a positive attitude. You are responsible for reporting any unsafe situation to your Supervisor. You will be assisted in preparing and submitting the proper incident report form that will be addressed by the Environment of Care Committee for corrective action.

Of utmost importance is the development of your awareness of fire hazards. As an employee you are responsible for knowledge of the placement and use of fire extinguishers plus other emergency equipment available to you. This is true, not only in your department, but throughout the hospital. Your Supervisor will direct you to the study of the appropriate fire and disaster sections of the Environment of Care Manual for your department. In the event of a fire or disaster you will have specific responsibilities that will be defined to you by your Supervisor as part of your training. Regular fire and disaster drills are held to provide practice of safety and evacuation skills. These will help you perform with top efficiency in the event of a real emergency.

#### **WORKPLACE VIOLENCE PREVENTION**

PHOV is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, PHOV has adopted the following guidelines to deal with intimidation, harassment or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including contract/agency staff, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited on the premises of PHOV.

Conduct that threatens, intimidates or coerces another employee, a patient or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age or any characteristic protected by federal, state or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employee as well as threats by patients, vendors, solicitors or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

PHOV will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, PHOV may suspend employees either with or without pay, pending investigation.



Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

PHOV encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. PHOV is eager to assist in the resolution of disputes and will not discipline employees for raising such concerns. Reporting does not, however, absolve anyone of their responsibility for their own behavior.

#### **SOLICITATION AND DISTRIBUTION**

In order to prevent disruptions in the operations of the hospital, interference with patient care, and inconvenience to our patients and their visitors, the following rules will apply to solicitation and distribution of literature on hospital property:

1.) Non-employees

Persons not employed by the hospital may not solicit or distribute literature on hospital property for any purpose at any time.

2.) Employees of the Hospital

Employees may not solicit or sell any item or product at any time on Hospital premises, regardless of whether the employee is on or off duty, except by the direct approval of Administration.

#### **DISCRIMINATORY HARASSMENT**

PHOV is committed to maintaining a work environment that is free of discrimination against our employees by anyone, including supervisors, other employees, vendors, clients or patients. All employees are expected to avoid any behavior or conduct that could reasonably be interpreted as unlawful harassment of employees or persons who do business with PHOV.

Harassment consists of unwelcome conduct, whether verbal, physical or visual that is based upon a person's protected status, such as sex, race, ancestry, religion, national origin, age, disability, citizenship status or other protected group status. Harassment includes conduct that denigrates or shows hostility or aversion toward an individual because of his or her protected status or that of his or her relatives, friends or employees, and may include, for example, jokes about another person's protected status, kidding or teasing directed at a person based on his or her protected status.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors and other physical, verbal or visual conduct based on sex may constitute sexual harassment. This conduct is unlawful when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment is conduct based on sex, whether directed toward a person of the opposite or same sex and may include such actions as: sex-oriented verbal kidding, teasing or jokes; foul or obscene language or gestures; display of foul or obscene printed or visual material; physical contact such as patting, pinching or brushing against another's body; and demands for sexual favors. While such conduct generally can amount to sexual harassment only if it is both unwelcome and either severe or pervasive, PHOV nonetheless discourages any such conduct in the workplace, regardless of the circumstances.

Everyone at PHOV, and especially each supervisor, is expected to avoid any behavior or conduct that could be interpreted as unlawful harassment. All employees should also understand the importance of informing an individual whenever that individual's behavior is unwelcome, offensive, in poor taste or inappropriate.

If you feel that you have experienced or witnessed discrimination or harassment, you are to notify immediately the Director of Human Resources or your department head or your supervisor, who will take steps to ensure that your report is properly investigated.

There will be no retaliation against anyone for reporting discrimination or harassment or for cooperating with an investigation of a complaint of discrimination or harassment.

The policy of PHOV is to investigate each complaint promptly and to keep complaints and the result of our investigation confidential to the fullest extent practicable.

If an investigation confirms that a violation of this policy has occurred, then appropriate corrective actions including disciplinary measures, will be taken. In investigating complaints of harassment under this policy, PHOV may impose discipline for inappropriate conduct without regard to whether the conduct constitutes a violation of the law and even if that conduct does not rise to the level of violation of this policy. PHOV will advise interested parties of the outcome of an investigation, although not necessarily all details of the actions PHOV has taken to maintain a harassment-free environment.

#### **POLICY CONCERNING SEXUAL HARASSMENT**

Pacifica maintains a strict policy against sexual harassment, in accordance with Federal Equal Employment Opportunity Commission and California Fair Employment and Housing Commission guidelines. Under these guidelines, sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. This policy applies to all employees, Supervisors, Agents and non-employees who have contact with employees during working hours. Disciplinary actions will be taken promptly against any employee, Supervisory or otherwise, who engages in unlawful sexual harassment. Please feel free to contact the Human Resources Department for further information. If you have a specific complaint, please contact the Director of Human Resources.

#### **TELEPHONE USAGE**

Hospital lines must be kept clear to enable prompt and efficient service to patients and the transaction of hospital business. Personal calls are to be made at the public pay telephones located throughout the hospital. Use of hospital phones for personal or unauthorized calls is cause for disciplinary action.

#### **TELEPHONE COURTESY**

You represent Pacifica every time you answer the telephone. Attitudes toward the hospital are formulated by callers based on your phone manners. Basic telephone conduct: 1) answer promptly - identify department and yourself, 2) speak clearly, be courteous, pleasant and helpful, and 3) remember words like "Thank you," "Please," and "You're Welcome."

#### **SMOKING**

In keeping with PHOV's intent to provide a safe and healthful environment, smoking is prohibited except in designated areas. This policy applies equally to all employees and visitors.

#### **VISITORS IN THE WORKPLACE**

Employees are not permitted to have visitors in the workplace during working hours. This helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare and avoids potential distractions and disturbances. Similarly, employees are not permitted to bring their children to work during working hours, except for designated functions.

#### **E-MAIL & INTERNET USAGE**

PHOV's computers, computer files and the network and e-mail system are intended to be used for business purposes only; use for informal or personal purposes is permissible only within reasonable limits and only when such personal use in no way interferes with or otherwise impacts upon the employee's job responsibilities. All data that is composed, transmitted or received via our computer communications system is considered to be the property of the Company and part of the Company's official records and is subject to monitoring by appropriate staff without notification.

E-mail and any other data that is composed, transmitted, accessed or received via network must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, harmful to morale or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, cartoons or jokes, unwelcome propositions or love letters, ethnic or racial slurs, gender-specific comments or any other comments or images that can be construed to be harassment or disparagement of others based on race, age, sex, religious or political beliefs, national origin, disability or any other characteristic protected by law.

Users are also reminded that log-on and other passwords may not be shared with any third party, nor may they be shared with any other users, unless such password(s) is requested by an authorized official of the Company.

All e-mails and files containing messages or materials sent via e-mail must be reviewed and purged on a monthly basis. The sole exception to this rule is when the user has knowledge that the information is subject to pending or threatened litigation or when the information has been requested by any governmental or regulatory agency. Furthermore, users are prohibited from transmitting materials or discussing matters related to actual or potential claims or litigation via e-mail.

Abuse of the Company-provided networks, intranets, Internet and e-mail system either through excessive personal use or use in violation of law or Company policies will result in disciplinary action up to and including termination of employment.

#### **LOITERING**

Employees may not congregate in corridors, at nursing stations or in work areas except for official business. Upon completion of your shift, leave the work area immediately so that there will be no delay or interruption of work schedules. The access of employees to the interior of the hospital and to working areas outside the hospital while not on duty shall be subject to the same limitations applicable to the general public. Loitering on the premises will subject the offending employee to disciplinary action.

#### **GRATUITIES**

Gratuities from patients are not permitted. Please refuse politely and say the hospital policy does not allow you to accept. Inexpensive gifts, such as candy, may be accepted from patients who would be offended if they were not permitted to show appreciation for care received.

## **THE FEDERAL FALSE CLAIMS ACT**

The False Claims Act ("FCA") was enacted to fight fraud, or false claims, against the federal government. A false claim may take many forms, including, for example, overcharging for a product or service, delivering less than the promised amount or type of goods or services, underpaying money owed to the government, or charging for one thing but providing another.

In general the FCA covers fraud involving any federally funded contract or program (including Medicare and Medicaid), except tax fraud. Under the FCA, anyone who knowingly submits or causes the submission of false claims to the government is liable for damages of up to three times the erroneous payment, plus civil penalties of \$5,500 to \$11,000 per false claim.

A private individual (called the "whistleblower" or "relator") who possesses and comes forward with information regarding false claims is authorized to file a case in federal court and sue, on behalf of the government, those entities engaged in the fraud. The Department of Justice then decides on behalf of the government whether to join the whistleblower/relator in prosecuting these cases. If the case is successful, the whistleblower may share in the recovery. The amount of the relator's share depends on multiple factors, including whether the relator planned and initiated the false claim (in which case the relator's share can be reduced to any amount the court deems appropriate) and whether laws exist that preclude the relator from sharing in the recovery because of the criminal conviction or other reason.

The FCA provides a remedy for whistleblowers, who are discharged, demoted, suspended or in any other way discriminated against in their employment by their employer in retaliation for filing an FCA case. To receive the benefits of the employment protections, courts generally require that an employee demonstrate that (1) he or she was engaged in an activity protected by the FCA, (2) the employer knew of the employee's involvement in the FCA lawsuit and (3) the employer retaliated against the employee because of those actions. If the court finds a whistleblower was terminated or otherwise mistreated for filing an FCA lawsuit, the employee is entitled to reinstatement at the same level, two times the back pay owed plus interest, and compensation for any "special damages" sustained as a result of the discrimination, such as attorneys' fees.

## **CALIFORNIA FALSE CLAIMS ACT**

In general the California FCA covers fraud involving any state funded contract or program except unemployment or workers' compensation fraud or tax fraud. A person who files a false claim may be liable to the state of California for three times the amount of damages the District suffers as a result of the false claim, plus the costs of the action to recover the damages and a civil penalty of up to \$10,000 per false claim.

The California FCA has similar provisions to the federal FCA regarding whistleblowers, whom the California law calls "qui tam plaintiffs." If the suit is successful, the qui tam plaintiff may share in the recovery. The qui tam plaintiff is also entitled to recover reasonable expenses.

The California FCA also has provisions similar to the federal FCA prohibiting retaliatory actions by employers against qui tam plaintiffs for filing the action.

## **OUR POLICY**

Please refer to our Compliance Handbook for a detailed discussion of our policies and procedures relating to detecting and protecting waste, fraud and abuse, including our policies for reporting suspected waste, fraud or abuse and our anonymous hotline. A copy of the compliance handbook is available from Human Resources.

## YOUR WORKING ENVIRONMENT

### **HOSPITAL INFORMATION**

You will be kept informed of all changes in policy and procedures, and significant information pertaining to the hospital. This information will be communicated accurately, consistently and uniformly through our employee handbook, bulletin board postings, paycheck inserts, employee/management meeting, management briefings and new hire orientation sessions.

### **CAFETERIA**

The hospital has a cafeteria located in the basement of the "S" building which you may utilize during your meal and rest periods.

### **LOST AND FOUND**

The Security and Safety Office maintains a lost and found area so that items left by patients, visitors and employees may be reclaimed. Pacifica is not responsible for the loss of personal property.

### **SECURITY SERVICE**

Pacifica provides security protection for patients, employees, visitors and hospital property. Security Guards are available to escort you during the evening and night shifts. They continually patrol the hospital and parking areas and may inspect articles being removed from the premises. Please report security problems to the Security Department immediately.

### **PARKING**

Free parking is available for all employees in designated areas. There are provisions for the handicapped. Illegal parking in the handicapped zones is subject to citation.

### **BULLETIN BOARDS**

Bulletin boards are placed throughout the hospital to provide information regarding job opportunities, policy changes, education information, or matters of general interest. All postings must be approved by Administration or Human Resources Department.

## EMPLOYEE ACKNOWLEDGEMENT FORM

This Employee Handbook describes important information about PHOV, and I understand that I should consult the Human Resources Department regarding any questions not answered in the handbook. I have entered into my employment relationship with PHOV voluntarily and acknowledge that there is no specified length of employment. According, either I or PHOV can terminate the relationship at will, with or without cause, at any time.

Because the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to PHOV's policy of

employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

To the extent there are any conflicts or inconsistencies between the policies set forth in this handbook and any provisions contained in an applicable collective bargaining agreement, the provisions of the collective bargaining agreement shall take precedence and shall govern over the inconsistent policy set forth in this handbook.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT 5

1 CHRISTOPHER WARD, CA Bar No. 238777  
cward@foley.com  
2 ARCHANA R. ACHARYA, CA Bar No. 272989  
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4 LOS ANGELES, CA 90071-2411  
TELEPHONE: 213.972.4500  
5 FACSIMILE: 213.486.0065

6 Attorneys for Defendant PACIFICA OF THE  
VALLEY CORPORATION dba PACIFICA  
7 HOSPITAL OF THE VALLEY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 CENTRAL CIVIL WEST

11 KYLE FRENCHER, ON BEHALF OF HERSELF AND )  
OTHERS SIMILARLY SITUATED. )

12 PLAINTIFF,

13 v.

14 PACIFICA OF THE VALLEY CORPORATION )  
15 DBA PACIFICA HOSPITAL OF THE VALLEY; )  
AND DOES 1 TO 100, INCLUSIVE )

16 DEFENDANT. )

CASE No: BC559056

) PACIFICA OF THE VALLEY  
) CORPORATION DBA PACIFICA HOSPITAL  
) OF THE VALLEY'S RESPONSE TO  
) PLAINTIFF'S SPECIAL  
) INTERROGATORIES, SET ONE

) CLASS ACTION

) CASE FILED: SEPTEMBER 29, 2014

18  
19 **PROPOUNDING PARTY:** Plaintiff, KYLE FRENCHER

20 **RESPONDING PARTY:** Defendant, PACIFICA OF THE VALLEY CORPORATION DBA  
21 PACIFICA HOSPITAL OF THE VALLEY

22 **SET NO.:** ONE (1)

23  
24 Pursuant to California Code of Civil Procedure section 2030.210 *et seq.*, Defendant PACIFICA  
25 OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY ("Defendant")  
26 hereby provides the following responses to Plaintiff KYLE FRENCHER's Special Interrogatories, Set  
27 One.

28  
RESPONSE TO SPECIAL INTERROGATORIES, SET ONE  
CASE NO. BC559056



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**PRELIMINARY STATEMENT**

Defendant has not completed discovery, investigation, and preparation for trial in this matter as of the date of this response to Plaintiff's special interrogatories. The responses and objections contained herein are based only upon such information and documents as are currently available and specifically known to Defendant, or upon information of which Defendant is aware upon on information and belief, and is provided without prejudice to Defendant's right to introduce other and further facts, documents, or things which they might discover or upon which Defendant may subsequently come to rely at the time of trial.

It is anticipated that further investigation, discovery, legal research, and analysis may supply additional facts, documents, or other things, add meaning to known facts, and establish entirely new factual conclusions and legal contentions, all of which may lead to subsequent additions or changes in and variations from the responses set forth herein. Defendant reserves the right to amend or alter these responses in the future pursuant to future discovery and investigation, but is under no obligation to do so. In the event future discovery and investigation reveal facts which are presently unknown to Defendant, Defendant reserves the right to make contentions and to rely upon such facts at trial, and is under no obligation to provide such further facts to Plaintiff unless specifically requested by Plaintiff at a future date to do so.

Defendant's responses herein are for the purpose of discovery only, and the responses are not an admission or acceptance that any response or fact set forth herein is relevant and/or admissible as evidence at the time of trial or at any other hearing in this case. Except for the explicit facts set forth herein, no admission of any nature whatsoever is implied or should be inferred. The qualifying language contained in this "Preliminary Statement" is hereby incorporated by reference into each of Defendant's responses herein.

The following responses are made solely for the purpose of this action. Each response is subject to all objections as to competence, relevance, privilege, materiality, propriety, admissibility, and any and all other objections and grounds that would require the exclusion of any statement or document contained herein if such information was testified to by a witness present in court.

1 **GENERAL OBJECTIONS**

2 As to each and every special interrogatory, Defendant states the following:

3 A. To the extent that the special interrogatories are intended to elicit privileged or protected  
4 information, Defendant objects as to each special interrogatory and asserts the applicable privilege or  
5 protection to the fullest extent permitted by law, including but not limited to the protections afforded by  
6 the attorney-client privilege, the work-product privilege, and the right of privacy.

7 B. Defendant expressly reserves the right to object to further discovery into the subject  
8 matter of any special interrogatory or portion thereof.

9 C. Defendant objects to each special interrogatory to the extent that it seeks information in  
10 violation of Sections 2017.010 et seq., 2018.010 et seq., 2019.010 et seq. and 2030.010 et seq. of the  
11 Code of Civil Procedure.

12 D. Defendant objects to each special interrogatory to the extent that it seeks information  
13 equally available to Plaintiff or information that is not within Defendant’s possession, custody or  
14 control.

15 E. Defendant objects to the special interrogatories to the extent that they are intended to be  
16 and are overly broad, unduly burdensome and oppressive.

17 F. Defendant objects to each special interrogatory to the extent it seeks information that is  
18 not relevant to the subject matter of this action, and is not reasonably calculated to lead to the discovery  
19 of admissible evidence.

20 Without waiving any of the foregoing General Objections, each of which applies to each and  
21 every one of the individual responses set forth below and is incorporated by this reference thereon  
22 (whether or not specifically stated in the response), Defendant responds to the individual requests as  
23 follows:

24 **RESPONSE TO SPECIAL INTERROGATORIES**

25 **SPECIAL INTERROGATORY NO. 1:**

26 Please state the total number of YOUR former hourly non-exempt EMPLOYEES during the  
27 LIABILITY PERIOD. (“DEFENDANT”, “YOU”, and “YOUR” as used herein shall mean PACIFICA  
28 OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY; “EMPLOYEE”

1 or "EMPLOYEES" as used herein shall mean any person DEFENDANT engaged, suffered or permitted  
2 to work (or over whom DEFENDANT exercised control of that person's wages, hours, or working  
3 conditions as defined in the applicable wage order promulgated by the Industrial Welfare Commission)  
4 in the State of California; "LIABILITY PERIOD" as used herein shall mean from September 29, 2010,  
5 to the time of verification of these responses.)

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

7 Defendant objects to this request on the grounds that it seeks information that Defendant has  
8 already provided to Plaintiff.

9 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
10 under information and belief, 329.

11 **SPECIAL INTERROGATORY NO. 2:**

12 Please state the total number of YOUR current hourly non-exempt EMPLOYEES.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

14 Defendant objects to this request on the grounds that it seeks information that Defendant has  
15 already provided to Plaintiff.

16 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
17 under information and belief, 645.

18 **SPECIAL INTERROGATORY NO. 3:**

19 Please IDENTIFY each of DEFENDANT'S hourly non-exempt EMPLOYEES during the  
20 LIABILITY PERIOD. ("IDENTIFY" as used herein with respect to an individual shall mean to state the  
21 individual's name, last-known address, last-known telephone number, last-known cellular phone  
22 number, last-known e-mail address, job title, and dates of employment with DEFENDANT.)

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

24 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
25 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
26 request on the ground that it is vague and ambiguous. Finally, Defendant objects to this interrogatory on  
27 the basis that it violates the right to privacy, as Defendant's employees have not had the opportunity to  
28 consider whether they wish to opt out of any putative class proceedings in this matter.

1 **SPECIAL INTERROGATORY NO. 4:**

2 Please state the total number of workweeks WORKED by YOUR hourly non-exempt  
3 EMPLOYEES during the LIABILITY PERIOD. ("WORKED" as used herein shall mean the time  
4 during which any person, as defined by California Labor Code section 18, was subject to YOUR control  
5 and YOU engaged, suffered or permitted that person to work, whether or not YOU required the person  
6 to do so.)

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

8 Defendant objects to this request on the grounds that it seeks information that Defendant has  
9 already provided to Plaintiff.

10 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
11 the total number of workweeks worked by approximately 915 putative class members is 126,868.  
12 Defendant is unable to retrieve the number of workweeks worked by the outstanding 60 putative class  
13 members, as they most likely only worked a few shifts and manually entered their time on paper records  
14 only.

15 **SPECIAL INTERROGATORY NO. 5:**

16 Please IDENTIFY the person(s) most knowledgeable about YOUR payroll practices applicable  
17 to all YOUR hourly non-exempt EMPLOYEES during the LIABILITY PERIOD.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

19 Patti Alonzo.

20 **SPECIAL INTERROGATORY NO. 6:**

21 Please state the average rate of pay for YOUR hourly non-exempt EMPLOYEES during the  
22 LIABILITY PERIOD.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

24 Defendant objects to this request on the grounds that it seeks information that Defendant has  
25 already provided to Plaintiff. Defendant also objects to this interrogatory on the basis that it is vague  
26 and ambiguous.

27 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
28 \$29.53.

1 **SPECIAL INTERROGATORY NO. 7:**

2 Please IDENTIFY the person(s) most knowledgeable about payment of at least MINIMUM  
3 WAGE to all YOUR hourly non-exempt EMPLOYEES during the LIABILITY PERIOD. ("MINIMUM  
4 WAGE" as used herein means COMPENSATION of not less than \$8.00 per hour from September 29,  
5 2010 through June 30, 2014 and \$9.00 per hour from July 1, 2014 to the present for all time WORKED.)

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

7 Patti Alonzo.

8 **SPECIAL INTERROGATORY NO. 8:**

9 Please IDENTIFY the person(s) most knowledgeable about calculation of OVERTIME wages  
10 for YOUR hourly non-exempt EMPLOYEES during the LIABILITY PERIOD. ("OVERTIME" as used  
11 herein shall mean any time WORKED beyond eight hours in any one workday, forty hours in any one  
12 workweek, or the seventh consecutive day WORKED in any one workweek, as defined in California  
13 Labor Code section 510 and the applicable wage order.)

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

15 Patti Alonzo.

16 **SPECIAL INTERROGATORY NO. 9:**

17 Please IDENTIFY each DOCUMENT which evidences, relates or refers to each policy YOU  
18 used to calculate the payment of OVERTIME wages to YOUR hourly non-exempt EMPLOYEES  
19 during the LIABILITY PERIOD. ("IDENTIFY" as used herein with respect to a DOCUMENT shall  
20 mean to state the names of the author or creator and the addressee, the subject matter or title of the  
21 DOCUMENT, the date of the DOCUMENT, its present location AND custodian, and, if the  
22 DOCUMENT is an insurance policy or cover note, the policy number or cover note number;  
23 "DOCUMENT" or "DOCUMENTS" as used herein shall mean all originals, drafts and copies that differ  
24 in any way from the originals of all written, recorded or graphic matter, whether produced or reproduced  
25 by handwriting, magnetic recording, photograph, printing, tape, transcription of spoken language or  
26 other record of spoken language, typewriting, writing or any other means as defined in Evidence Code  
27 section 250, and includes without limitation agreements, appointment books, bank statements, bills,  
28 books, business records, facsimiles, calendars, cards, checks, charts, computer printouts and tapes,

1 correspondence, diaries, file cards, films, financial statements and reports, handwritten notes, including  
2 "post-its" or other type adhesive notes, invoices, journals, ledgers, letters, logs, memoranda, memorials  
3 in any form of telephone conversations, minutes, notes, notices, pamphlets, papers, purchase orders,  
4 personnel records, receipts, recordings, reports, telegrams, and any other pertinent information set forth  
5 in written language or any electronic representation thereof and any carbon or copies of such material, if  
6 you do not have control over or possession of the original. "DOCUMENT" also includes information  
7 stored by computer or on a computer disk, diskette, tape or card, as well as any electronic recording,  
8 tape recording, photograph, video, file, microfilm, microfiche, or similar recording of words, images,  
9 sounds, pictures, or information of any kind. If the DOCUMENT constitutes electronic data regarding  
10 timecard information and this request seeks production of that information, production in usable form  
11 shall mean production on a DVD in Microsoft Excel, and if that is not possible, another format  
12 compatible with Microsoft Excel. "DOCUMENT" also includes any and all drafts of, and amendments,  
13 or supplements to, any of the foregoing, whether prepared by you or any other person, as well as copies  
14 of the document that differ from the copy being produced [e.g., a differing copy is one that contains  
15 handwritten notes, interlineation, underlining, and the like].)

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

17 Defendant objects to this request on the grounds that it seeks information that Defendant has  
18 already provided to Plaintiff. Defendant also objects to this interrogatory on the basis that it violates the  
19 right to privacy, as Defendant's former non-exempt employees have not had the opportunity to consider  
20 whether they wish to opt out of this matter and not have their information disclosed to counsel.

21 **SPECIAL INTERROGATORY NO. 10:**

22 Do YOU contend YOU paid PLAINTIFF at least minimum wage for all time PLAINTIFF  
23 WORKED, including OVERTIME hours at the minimum wage rate, during her employment?  
24 ("PLAINTIFF" as used herein shall mean Plaintiff Kyle Frencher.)

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

26 Yes.

27 **SPECIAL INTERROGATORY NO. 11:**

28 If YOU contend YOU paid at least minimum wage for all time PLAINTIFF WORKED during

1 her employment, including OVERTIME hours at the minimum wage rate, please state all facts which  
2 support such a contention.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

4 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
5 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
6 request on the ground that it is vague and ambiguous.

7 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
8 Plaintiff's rate of pay pursuant to the applicable collective bargaining agreement was well in excess of  
9 applicable California and federal minimum wage requirements and she received an hourly rate of pay  
10 well in excess of the legally mandated minimum wage for all hours worked.

11 **SPECIAL INTERROGATORY NO. 12:**

12 If YOU contend YOU paid at least minimum wage for all time PLAINTIFF WORKED during  
13 her employment, including OVERTIME hours at the minimum wage rate, please IDENTIFY each  
14 person with knowledge of any of the facts which support such a contention.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

16 Patti Alonzo; Ayman Mousa.

17 **SPECIAL INTERROGATORY NO. 13:**

18 If YOU contend YOU paid at least minimum wage for all time PLAINTIFF WORKED during  
19 HER employment, including OVERTIME hours at the minimum wage rate, please IDENTIFY all  
20 DOCUMENTS which support such a contention.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

22 Defendant objects to this request on the grounds that it seeks information that Defendant has  
23 already provided to Plaintiff.

24 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
25 Defendant has already provided to Plaintiff documents responsive to this interrogatory.

26 **SPECIAL INTERROGATORY NO. 14:**

27 Do YOU contend YOU paid YOUR hourly non-exempt EMPLOYEES at least minimum wage  
28 for all time the EMPLOYEES WORKED, including OVERTIME hours at the minimum wage rate,

1 during the LIABILITY PERIOD?

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

3 Yes.

4 **SPECIAL INTERROGATORY NO. 15:**

5 If YOU contend YOU paid YOUR hourly non-exempt EMPLOYEES at least minimum wage for  
6 all time the EMPLOYEES WORKED, including OVERTIME hours at the minimum wage rate, during  
7 the LIABILITY PERIOD, please state all facts which support such a contention.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

9 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
10 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
11 request on the ground that it is vague and ambiguous.

12 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
13 The rate of pay for Defendant's non-exempt employees pursuant to the applicable collective bargaining  
14 agreements is well in excess of applicable California and federal minimum wage requirements for all  
15 employees, and all employees received an hourly rate of pay well in excess of the legally mandated  
16 minimum wage for all hours worked.

17 **SPECIAL INTERROGATORY NO. 16:**

18 If YOU contend YOU paid YOUR hourly non-exempt EMPLOYEES at least minimum wage for  
19 all time the EMPLOYEES WORKED, including OVERTIME hours at the minimum wage rate, during  
20 the LIABILITY PERIOD, please IDENTIFY each person with knowledge of any of the facts which  
21 support such a contention.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

23 Patti Alonzo; Ayman Mousa.

24 **SPECIAL INTERROGATORY NO. 17:**

25 If YOU contend YOU paid YOUR hourly non-exempt EMPLOYEES at least minimum wage for  
26 all time the EMPLOYEES WORKED, including OVERTIME hours at the minimum wage rate, during  
27 the LIABILITY PERIOD, please IDENTIFY all DOCUMENTS which support such a contention.

28



1 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

2 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
3 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
4 request on the ground that it is vague and ambiguous. Defendant also objects to this interrogatory on the  
5 basis that it violates the right to privacy, as putative class members have not had the opportunity to  
6 consider whether to have their information disclosed in connection with this action.

7 **SPECIAL INTERROGATORY NO. 18:**

8 Please IDENTIFY the person(s) most knowledgeable about YOUR having provided hourly non-  
9 exempt EMPLOYEES with all required MEAL PERIODS during the LIABILITY PERIOD. ("MEAL  
10 PERIOD" or "MEAL PERIODS" as used herein means a period of not less than 30 uninterrupted duty-  
11 free minutes for each five hours WORKED for workdays in which the EMPLOYEE WORKED more  
12 than six hours, to be taken prior to the start of the sixth hour of work, or, if a second MEAL PERIOD,  
13 prior to the eleventh hour of work.)

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

15 Patti Alonzo. The managers of Defendant's various departments are also knowledgeable about  
16 the meal period practices in their departments.

17 **SPECIAL INTERROGATORY NO. 19:**

18 Please state the number of on-duty MEAL PERIOD agreements YOU obtained from  
19 EMPLOYEES during the LIABILITY PERIOD from different EMPLOYEES (for example, if an  
20 EMPLOYEES signed two on-duty MEAL PERIOD agreements that would be considered one  
21 EMPLOYEE).

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

23 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
24 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
25 request on the ground that it is vague and ambiguous.

26 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
27 Defendant does not have a practice of obtaining written on-duty meal period agreements.  
28

1 **SPECIAL INTERROGATORY NO. 20:**

2 Please state the dates each hourly non-exempt EMPLOYEE signed an on-duty MEAL PERIOD  
3 agreement.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

5 See response to Interrogatory No. 19.

6 **SPECIAL INTERROGATORY NO. 21:**

7 Please state the number of MEAL PERIOD waivers YOU obtained from EMPLOYEES during  
8 the LIABILITY PERIOD from different EMPLOYEES (for example, if an EMPLOYEE signed two  
9 MEAL PERIOD waivers that would be considered one EMPLOYEE).

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

11 See response to Interrogatory No. 19.

12 **SPECIAL INTERROGATORY NO. 22:**

13 Please state the dates each hourly non-exempt EMPLOYEE signed a MEAL PERIOD waiver.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

15 See response to Interrogatory No. 19.

16 **SPECIAL INTERROGATORY NO. 23:**

17 Please IDENTIFY the person(s) most knowledgeable about YOUR having provided hourly non-  
18 exempt EMPLOYEES with all required REST PERIODS during the LIABILITY PERIOD. ("REST  
19 PERIOD" or "REST PERIODS" as used herein means a period of ten paid net minutes free of all job  
20 responsibilities for every four hours WORKED, or major fraction thereof, beginning at least at three and  
21 one-half hours in the workday.)

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

23 Patti Alonzo. Patti Alonzo. The managers of Defendant's various departments are also  
24 knowledgeable about the rest period practices in their departments.

25 **SPECIAL INTERROGATORY NO. 24:**

26 Do YOU contend YOU provided YOUR hourly non-exempt EMPLOYEES all required REST  
27 PERIODS during the LIABILITY PERIOD?

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

2 Yes.

3 **SPECIAL INTERROGATORY NO. 25:**

4 If YOU contend YOU provided YOUR hourly non-exempt EMPLOYEES all required REST  
5 PERIODS during the LIABILITY PERIOD, please state all facts which support such a contention.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

7 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
8 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
9 request on the ground that it is vague and ambiguous.

10 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
11 Employees receive rest periods in line with California requirements as well as the provisions of the  
12 applicable collective bargaining agreements.

13 **SPECIAL INTERROGATORY NO. 26:**

14 If YOU contend YOU provided YOUR hourly non-exempt EMPLOYEES all required REST  
15 PERIODS during the LIABILITY PERIOD, please IDENTIFY each person with knowledge of any of  
16 the facts which support such a contention.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

18 Patti Alonzo. The managers of Defendant's various departments are also knowledgeable about  
19 the rest period practices in their departments.

20 **SPECIAL INTERROGATORY NO. 27:**

21 If YOU contend YOU provided YOUR hourly non-exempt EMPLOYEES all required REST  
22 PERIODS during the LIABILITY PERIOD, please IDENTIFY all DOCUMENTS which support such a  
23 contention.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

25 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
26 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
27 request on the ground that it is vague and ambiguous.

28 Without waiving the foregoing general and specific objections, Defendant responds as follows:

1 Defendant has already produced documents containing information responsive this interrogatory..

2 **SPECIAL INTERROGATORY NO. 28:**

3 Please IDENTIFY the person(s) most knowledgeable about YOUR compliance with the  
4 requirements of California Labor Code section 226 during the LIABILITY PERIOD.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

6 Patti Alonzo.

7 **SPECIAL INTERROGATORY NO. 29:**

8 Please IDENTIFY the person(s) most knowledgeable about YOUR compliance with the  
9 requirements of California Labor Code sections 201 and 202 during the LIABILITY PERIOD.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

11 Patti Alonzo.

12 **SPECIAL INTERROGATORY NO. 30:**

13 Please IDENTIFY each DOCUMENT that evidences, relates or refers to each policy YOU used  
14 to ensure compliance with the requirements of California Labor Code sections 201 and 202 during the  
15 LIABILITY PERIOD.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

17 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
18 and imposes and unreasonable burden and expense on Defendant. Defendant further objects to this  
19 request on the ground that it is vague and ambiguous. Defendant further objects to this request on the  
20 grounds that it seeks documents that have already been produced to Plaintiff.

21 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
22 Defendant will produce responsive documents in lieu of a written response, to the extent they have not  
23 already been produced.

24 **SPECIAL INTERROGATORY NO. 31:**

25 Please state any and all procedures and practices YOU used to ensure compliance with the  
26 requirements of California Labor Code sections 201 and 202 during the LIABILITY PERIOD.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 31:**

28 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,

1 and imposes and unreasonable burden and expense on Defendant. Defendant further objects to this  
2 request on the ground that it is vague and ambiguous. Defendant further objects to this request on the  
3 grounds that it seeks documents that have already been produced to Plaintiff.

4 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
5 Defendant will produce responsive documents in lieu of a written response, to the extent they have not  
6 already been produced.

7 **SPECIAL INTERROGATORY NO. 32:**

8 Please IDENTIFY each former hourly non-exempt EMPLOYEE whose employment by  
9 DEFENDANT ended at any time during the LIABILITY PERIOD.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

11 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
12 and imposes and unreasonable burden and expense on Defendant. Defendant further objects to this  
13 request on the ground that it is vague and ambiguous. Defendant also objects to this interrogatory on the  
14 basis that it violates the right to privacy, as Defendant's former non-exempt employees have not had the  
15 opportunity to consider whether they wish to opt out of this matter and not have their information  
16 disclosed to counsel.

17 **SPECIAL INTERROGATORY NO. 33:**

18 As to each former hourly non-exempt EMPLOYEE whose employment by DEFENDANT ended  
19 at any time during the LIABILITY PERIOD, please state the EMPLOYEE'S last date of work for  
20 DEFENDANT.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

22 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
23 and imposes and unreasonable burden and expense on Defendant. Defendant further objects to this  
24 request on the ground that it is vague and ambiguous. Defendant also objects to this interrogatory on the  
25 basis that it violates the right to privacy, as Defendant's former non-exempt employees have not had the  
26 opportunity to consider whether they wish to opt out of this matter and not have their information  
27 disclosed to counsel.

28

1 **SPECIAL INTERROGATORY NO. 34:**

2 As to each EMPLOYEE whose employment by DEFENDANT ended at any time during the  
3 LIABILITY PERIOD, please state whether the EMPLOYEE was terminated or voluntarily resigned  
4 from his or her employment.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

6 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
7 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
8 request on the ground that it is vague and ambiguous. Defendant also objects to this interrogatory on the  
9 basis that it violates the right to privacy, as Defendant's former non-exempt employees have not had the  
10 opportunity to consider whether they wish to opt out of this matter and not have their information  
11 disclosed to counsel.

12 **SPECIAL INTERROGATORY NO. 35:**

13 Do YOU contend YOUR payment of final wages to PLAINTIFF complied with the time  
14 requirements set forth in the California Labor Code?

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 35:**

16 Yes.

17 **SPECIAL INTERROGATORY NO. 36:**

18 If YOU contend YOUR payment of final wages to PLAINTIFF complied with the California  
19 Labor Code time requirements, please state all facts which support your contention?

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 36:**

21 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
22 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
23 request on the ground that it is vague and ambiguous.

24 Without waiving the foregoing general and specific objections, Defendant believes it has  
25 compensated all employees as required by law.

26 **SPECIAL INTERROGATORY NO. 37:**

27 If YOU contend YOUR payment of final wages to PLAINTIFF complied with the California  
28 Labor Code time requirements, please IDENTIFY each person with knowledge of any of the facts which

1 support YOUR contention.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 37:**

3 Patti Alonzo.

4 **SPECIAL INTERROGATORY NO. 38:**

5 If YOU contend YOUR payment of final wages to PLAINTIFF complied with the California  
6 Labor Code time requirements, please IDENTIFY all DOCUMENTS which support YOUR contention.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 38:**

8 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
9 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
10 request on the ground that it is vague and ambiguous.

11 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
12 Documents responsive to this interrogatory have already been produced.

13 **SPECIAL INTERROGATORY NO. 39:**

14 Do YOU contend YOUR payments of final wages to each of YOUR hourly non-exempt  
15 EMPLOYEES during the LIABILITY PERIOD complied with the time requirements set forth in the  
16 California Labor Code for payments of final wages?

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 39:**

18 Yes.

19 **SPECIAL INTERROGATORY NO. 40:**

20 If YOU contend YOUR payments of final wages to each of YOUR hourly non-exempt  
21 EMPLOYEES during the LIABILITY PERIOD complied with the California Labor Code time  
22 requirements, please state all facts which support YOUR contention.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 40:**

24 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
25 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
26 request on the ground that it is vague and ambiguous.

27 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
28 See response to Interrogatory No. 36.

1 **SPECIAL INTERROGATORY NO. 41:**

2 If YOU contend YOUR payments of final wages to each of YOUR hourly non-exempt  
3 EMPLOYEES during the LIABILITY PERIOD complied with the California Labor Code time  
4 requirements, please IDENTIFY each person with knowledge of any of the facts which support YOUR  
5 contention.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 41:**

7 Patti Alonzo.

8 **SPECIAL INTERROGATORY NO. 42:**

9 If YOU contend YOUR payments of final wages to each of YOUR hourly non-exempt  
10 EMPLOYEES during the LIABILITY PERIOD complied with the time requirements set forth in the  
11 California Labor Code for payments of final wages, please IDENTIFY all DOCUMENTS which support  
12 YOUR contention.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 42:**

14 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
15 and imposes an unreasonable burden and expense on Defendant. Defendant further objects to this  
16 request on the ground that it is vague and ambiguous. Defendant also objects to this interrogatory on the  
17 basis that it violates the right to privacy, as Defendant's former non-exempt employees have not had the  
18 opportunity to consider whether they wish to opt out of this matter and not have their information  
19 disclosed to counsel.

20 **SPECIAL INTERROGATORY NO. 43:**

21 Please state the name, address and telephone number of each of DEFENDANT' s Human  
22 Resources personnel for the last five (5) years.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

24 Patti Alonzo, who may be contacted through Defendant's counsel

25 **SPECIAL INTERROGATORY NO. 44:**

26 Please state each and every payment policy YOU have changed since September 29, 2014.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

28 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,



1 and imposes and unreasonable burden and expense on Defendant. Defendant further objects to this  
2 request on the ground that it is vague and ambiguous. Defendant further objects to this request on the  
3 ground that it seeks the production of documents and information that are neither relevant to the subject  
4 matter involved in this action nor reasonably calculated to lead to the discovery of admissible evidence.

5 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
6 Defendant is unclear as to what Plaintiff means by "payment policy" and is unable to provide a response  
7 to this interrogatory as a result.

8 **SPECIAL INTERROGATORY NO. 45:**

9 Please state each and every payment practice YOU have changed since September 29, 2014.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 45:**


11 Defendant objects to this request on the grounds that it is overly broad, harassing, oppressive,  
12 and imposes and unreasonable burden and expense on Defendant. Defendant further objects to this  
13 request on the ground that it is vague and ambiguous. Defendant further objects to this request on the  
14 ground that it seeks the production of documents and information that are neither relevant to the subject  
15 matter involved in this action nor reasonably calculated to lead to the discovery of admissible evidence.

16 Without waiving the foregoing general and specific objections, Defendant responds as follows:  
17 Defendant is unclear as to what Plaintiff means by "payment policy" and is unable to provide a response  
18 to this interrogatory as a result.

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DATE: SEPTEMBER 16, 2015

FOLEY & LARDNER LLP  
CHRISTOPHER WARD  
ARCHANA R. ACHARYA

By:   
ARCHANA R. ACHARYA  
Attorneys for Defendant PACIFICA OF THE  
VALLEY CORPORATION dba PACIFICA  
HOSPITAL OF THE VALLEY

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**VERIFICATION**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, PATTI ALONZO, depose and say that I reside in Los Angeles County, California; that I am the Human Resources Manager for Pacifica of the Valley Corporation doing business as Pacifica Hospital of the Valley, which is a party to this action; that I made this authorization on my own behalf to verify the foregoing PACIFICA OF THE VALLEY CORPORATION DBA PACIFICA HOSPITAL OF THE VALLEY'S RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES (SET ONE), REQUESTS FOR PRODUCTION OF DOCUMENTS (SET ONE), FORM INTERROGATORIES GENERAL (SET ONE), AND FORM INTERROGATORIES EMPLOYMENT (SET ONE); that I have read and know its contents, and those contents are true of my own knowledge, except as to the matters stated on information and belief, and as to those matters, I believe them to be true.

Executed on September 15, 2015, at Sun Valley, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

  
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Patti Alonzo (signature)

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action; my current business address is 555 South Flower Street, Suite 3500, Los Angeles, CA 90071-2411.

On September 16, 2015, I served the foregoing document(s) described as: **PACIFICA OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, SET ONE** on the interested parties in this action as follows:

Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Lavi & Ebrahimian, LLP  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, California 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001

*Attorneys for Plaintiff Kyle Frencher*

       BY MAIL

       I placed the envelope(s) with postage thereon fully prepaid in the United States mail, at Los Angeles, California.

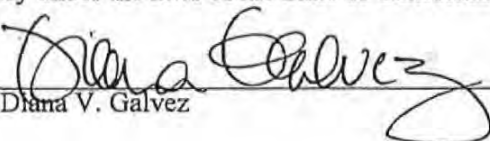
       I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service; the firm deposits the collected correspondence with the United States Postal Service that same day, in the ordinary course of business, with postage thereon fully prepaid, at Los Angeles, California. I placed the envelope(s) for collection and mailing on the above date following ordinary business practices.

  X   BY ELECTRONIC SERVICE

  X   Pursuant to CRC Rule 2.251, CCP § 1010.6, and the Court Order Authorizing Electronic Service, I caused a copy of the document(s) to be served by electronic mail as a PDF attachment to the email address listed in the Service List by uploading it to the CASE ANYWHERE website at [www.caseanywhere.com](http://www.caseanywhere.com)

  X   Executed on September 16, 2015, at Los Angeles, California.

  X   I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

  
\_\_\_\_\_  
Diana V. Galvez

# EXHIBIT 6

PACIFICA HOSPITAL OF THE VALLEY  
SUN VALLEY, CALIFORNIA

POLICY/PROCEDURE		FUNCTIONAL AREA: HUMAN RESOURCES	
SUBJECT: ATTENDANCE		NUMBER: 643.1	PAGE: 1 of 5
DEPARTMENT DIRECTOR: PATTI ALONZO, H.R. MANAGER			FORMULATED: 9/1985
ADMINISTRATION: AYMAN MOUSA, RN, MBA, DHA, CEO			REVISED: 03/2011

**POLICY:**

To maintain a safe and productive work environment, Pacifica Hospital of the Valley expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on the hospital and on other employees. In the rare circumstances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence as required by hospital policy. Excessive absenteeism and tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment.

**PURPOSE:**

Provides employees and supervisors with appropriate expectations and guidelines regarding employee attendance and punctuality.

**GENERAL:**

1. Employees are expected to report to work during inclement weather conditions unless doing so could result in harm to the employee.
2. Employees who are absent from work for three (3) consecutive days without giving proper notice to the hospital will be considered to have voluntarily resigned.
3. Employees, who report for work in a condition deemed not fit for duty, whether for illness or any other reason, will not be allowed to work and it will be considered an unscheduled absence.
4. Employees are expected to clock in and out on the time clocks during each scheduled work shift.
5. Start times have no grace period for dressing or clocking, i.e. if shift starts at 0645 employee must be ready to report at that time.

POLICY/PROCEDURE	FUNCTIONAL AREA: HUMAN RESOURCES	
SUBJECT: ATTENDANCE	NUMBER: 643.1	PAGE: 2 of 5

**DEFINITIONS:**

**Tardiness:** Any time an employee arrives late at the workstation and/or is not dressed appropriately and ready for work at the beginning of the assigned shift.

**Scheduled Absence:** Time off work that is pre-approved by management.

**Unscheduled Absence:** Any full or partial absence from work, which was not requested by the employee and approved in advance by management.

**Unauthorized Absence:** Any absence from work that was previously requested but denied by management.

**Late calls:** Failure to provide notification of tardiness and/or absence within the timeframe specified in departmental policy.

**No Call/ No Show:** Failure to report to work for a scheduled shift and failure to notify the supervisor or designee of the absence.

**Job Abandonment:** No Call/No Show for three scheduled days is considered to be self-termination.

**Partial Absence:** Unauthorized absence from the work area during any part of the shift.

**Shift Abandonment:** Unauthorized departure from the unit/department after receiving assignment.

**Occurrence:** A single day of unscheduled absence, or an unscheduled consecutive number of days, uninterrupted by a return to work.

**Pattern of tardiness and or absence:** Any noticeable recurring unscheduled tardiness or absences in a rolling year, including but not limited to the following:

- National holiday
- Pay day
- Weekend shifts (Friday, Saturday, Sunday and Monday)
- Shifts adjacent to a scheduled holiday and/or vacation
- Scheduled Monday following the weekend, holiday and or/vacation
- Scheduled Friday prior to the weekend, holiday and/or vacation
- Scheduled on-call and/or standby
- When a request for time off is denied
- Multiple disciplinary processes for unscheduled absences or tardiness

Plaintiff's Exhibit 6  
6-14-16  
Susan Standley  
Nancy Kramer, CSR #8756

19 of 22

**Rolling year:** The continuous 12-month period of recurrence of the same policy infractions.

POLICY/PROCEDURE		FUNCTIONAL AREA: HUMAN RESOURCES	
SUBJECT: ATTENDANCE		NUMBER: 643.1	PAGE: 4 of 5

**ATTENDANCE STANDARDS:**

- Exceeds Expectations – 3 or fewer occurrences for any 12 consecutive months
- Meets Expectations – 4 occurrences for any 12 consecutive months
- Below Expectations – 5 or more occurrences for any 12 consecutive months

The following steps will be taken when an employee does not meet the Attendance Standards:

- Step 1** Verbal Notification/Correction (4 occurrences for any 12 consecutive months, or identified pattern of absence)
- Step 2** Written Warning (5<sup>th</sup> occurrence for any 12 consecutive months, or continued pattern of absence)
- Step 3** Final Warning (6<sup>th</sup> occurrence for any 12 consecutive months, or continued pattern of absence)
- Step 4** Discharge (7<sup>th</sup> occurrence for any 12 consecutive months, or continued pattern of absence)

**Exceptions to Attendance Standards:**

The following scheduled and unscheduled absences are not subject to attendance standards: Approved time off for vacation or holiday, bereavement leave, jury duty, leaves of absence, family leaves, or employee approved time off to take care of the illness of a child, parent, spouse or domestic partner.

**TARDINESS STANDARDS:**

- Exceeds Expectations – 4 or fewer occurrences for any 12 consecutive months
- Meets Expectations – 5 occurrences for any 12 consecutive months
- Below Expectations – 6 or more occurrences for any 12 consecutive months

The following steps will be taken when an employee does not meet the Tardiness Standards:

- Step 1** Verbal Notification/Correction (5<sup>th</sup> occurrence for any 12 consecutive months)
- Step 2** Written Warning (6<sup>th</sup> occurrence for any 12 consecutive months)
- Step 3** Final Warning (7<sup>th</sup> occurrence for any 12 consecutive months)
- Step 4** Discharge (8<sup>th</sup> occurrence for any 12 consecutive months)

Plaintiff's Exhibit 6  
6-14-16  
Susan Standley  
Nancy Kramer, CSR #8756

# EXHIBIT 7



## WELCOME TO PACIFICA HOSPITAL OF THE VALLEY

By accepting employment at Pacifica, you have joined a dedicated group of professionals; each with special skills that contribute to excellence in medical care.

You are important to the efficiency, success and high standards of the Hospital. We all play a direct or indirect role in providing patients with the best health care possible. Our constant team approach insures the highest professional quality. To patients, family members, visitors and physicians YOU ARE Pacifica Hospital of the Valley.

We know you will join us in maintaining an atmosphere that consistently demonstrates courtesy, good attitudes, cooperation and respect. Welcome to the team as we continue to grow together and to provide the best hospital health care available to our patients.

### FORWARD

The purpose of this handbook is to acquaint you with the policies, work rules and benefits of Pacifica Hospital of the Valley. We urge you to become completely familiar with the contents of this handbook.

From time to time, as new policies are approved or existing policies are changed, they will be made available to you for insertion in your employee handbook.

Please understand that this handbook merely summarizes existing, approved Administrative Policies and Procedures. If you desire further clarification or greater details on any subject, you are encouraged to ask your Supervisor, Department Head or the Human Resources Department.

## PACIFICA HOSPITAL OF THE VALLEY

### HOSPITAL VISION

We will be the provider of choice for:

- Our Community
- Healthcare Professionals
- Payors
- Our Employees and Their Families

We will achieve this vision through:

- Understanding and responding to the needs of our culturally diverse community
- Continually providing efficient and effective care with improved technology
- Promoting professional growth for our employees with education, teamwork and support
- Fostering a safe environment of dignity and respect treating patients as our family
- By partnering with local healthcare providers and service organizations

### MISSION STATEMENT

To provide healthcare and promote wellness for the community we serve with respect and compassion through education and excellence.

### EQUAL EMPLOYMENT OPPORTUNITY

Pacifica Hospital of the Valley has adopted the following policy with reference to equal employment opportunity.

- 1.) To comply with all applicable laws and regulations prohibiting discrimination in employment on the basis of race, color, religion, sex, national origin, ancestry, age and physical or mental handicap.
- 2.) To make all decisions regarding recruiting, hiring and promoting of employees solely upon the basis of the individual's qualifications and ability related to the requirements of the position being filled and in full compliance with all applicable laws and regulations prohibiting discrimination in employment.
- 3.) To make all employment decisions in a manner which will further the principle of equal employment opportunity.
- 4.) To insure that all other personnel actions, including such matters as compensation, benefits, transfers, layoffs, hospital-sponsored training, and education are administered in compliance with all applicable laws and regulations prohibiting discrimination in employment.

PHOV strives to ensure fair and honest treatment of all employees. Supervisors, managers and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. Any employees with a question or concern about any issue related to their employment with PHOV is encouraged to bring the issue to the attention of the appropriate person, in accordance with the reporting procedures set forth in the Compliance Handbook which has also been provided to you.

## YOUR EMPLOYMENT

### EMPLOYMENT APPLICATION

All applications for employment are to be submitted to the Human Resources Department. The Human Resources Department initiates recruiting, screening and processing applicants for employment. Any false statement may be cause for immediate discharge.

### RE-EMPLOYMENT

Former employees are eligible for rehire provided their prior performance record was satisfactory and that the reason for termination was acceptable and valid.

### REINSTATEMENT

Upon reinstatement, if within thirty (30) days of termination, your service to the hospital will be counted as continuous from your previous date of hire and you will be eligible for continued participation in review periods and employment benefits. Benefits, however, would not accrue during the thirty (30) day termination period. An employee will not be eligible for reinstatement if terminated within the probationary period.

### HIRING OF RELATIVES

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and team morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Although PHOV has no prohibition against hiring relatives of existing employees, we are committed to monitoring situations in which relatives work in the same area. PHOV reserves the right to transfer, demote or terminate the employment of an employee when a problem develops or is likely to develop. The determination of whether a problem has developed or is likely to develop is within PHOV's sole discretion.

### LICENSURE

Certain professional positions require current registration or licensure. Applicants for these positions will be required to present a valid license at the time of interview. During the course of employment it will be necessary to present proof of renewal of registration or licensure to you Department Head. No employee will be permitted to work with on expired license or certification. An employee will be placed on immediate suspension until proof of current licensure/certification is presented.

### EMPLOYEE MEDICAL EXAMINATIONS & BACKGROUND CHECKS

To help ensure that employees are able to perform their duties safely and completely, background checks, medical examinations and/or drug screening may be required, depending on the employee's job category.

After an offer of employment of employment has been made to an applicant entering a designated job category, a background check, medical examination and/or drug screening may be performed at PHOV's expense by a licensed third party of PHOV's choice. The offers of employment and assignment to duties are contingent upon satisfactory completion of these examinations.

In addition, PHOV reserves the right to conduct subsequent background checks and/or drug screening during on employee's tenure with PHOV at any time PHOV has reason to believe that such an examination would be relevant to ensure the continued safe performance of the employee's responsibilities, for example, following an on the job injury, Failure to submit to such an examination may result in discipline, up to and including termination.

Information relating to an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

## EMPLOYEE STATUS

### STATUS and CLASSIFICATIONS

Our employees are grouped into the following classifications:

- 1.) Full-time:  
When you work 36-40 hours a week, on a regularly scheduled basis, you are considered a full-time employee and are entitled to all employee benefits.
- 2.) Part-time:  
When you are scheduled to work a fixed schedule of between 20-35 hours a week you are considered a Part-time employee and are eligible for all benefits which are pro-rated according to the ratio of your schedule to 40 hours.
- 3.) Per-Diem:  
You work varied hours and schedules, and you are not eligible for benefits.

### IDENTIFICATION (ID) BADGE

When you are hired, you are given a picture ID badge which shows your name, position and department. You are required to wear your badge in a visible place at all times while on duty. If your name or position has changed (marriage, promotion, etc.) a new badge will be issued. Your ID badge serves as a means of clocking in and out of the hospital. The ID badge is the property of Pacifica Hospital of the Valley and as such must be surrendered to the hospital upon demand or when employment is terminated.

### ORIENTATION

Pacifica Hospital of the Valley wants you to feel at ease and a part of the hospital as soon as possible. We urge you to become completely familiar with the contents of this handbook. A copy of your job description detailing your duties and responsibilities will be given to you during orientation. Your Supervisor and/or Department Head will orient you to your specific department and job. All employees are required to attend orientation.

### ANNIVERSARY DATE

The day you begin work at Pacifica is called your "Anniversary Date" or "Hire Date." This date is used to calculate your vacation, sick leave and other benefits. A new anniversary date, referred to as "Benefit Date", is established to reflect any non-paid leaves per our Leave of Absence Policy or when changing from a non-benefit status to a benefit status.

### PROBATIONARY PERIOD

All new and newly transferred employees are in a probationary period their first three (3) months of employment. It is a time for mutual adjustment and evaluation. Near the end of the probationary period, your Supervisor and/or Department Head will conduct an evaluation conference and recommend continued employment, continued probation, or termination. During this period of time, if you are dissatisfied with your employment or if your performance does not meet hospital standards, your employment may be terminated by you or Pacifica without advance notice. The grievance procedure may not be utilized during the probation period.

### PERFORMANCE REVIEW

Your job performance will be evaluated by your Department Head and/or Supervisor in order to give you all the assistance and guidance necessary to realize your full potential as an employee. Your first review will take place before the end of your three-month probationary period. Thereafter, reviews will be held once a year.

The review is intended to be constructive in nature, identifying both your strengths and weaknesses, and discuss specific approaches to meet department and performance goals. Reviews also give you an opportunity to discuss your employment at Pacifica and your role in the department. Each review becomes a part of your permanent personnel record. Special reviews may be held when the situation warrants.

#### WORK SCHEDULES

Work schedules for employees vary throughout PHOV. You will be notified sufficiently in advance of your work schedule of the days and hours you are expected to work. PHOV reserves the right to schedule employees' work hours in accordance with the operational and administrative needs of PHOV and the best interests of its facilities. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and each week.

When operating requirements or other needs cannot be met during regular working hours, employees may be given an opportunity to volunteer for, or may be required to work, overtime assignments. All overtime work must receive the supervisor's authorization. Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave or any other leave of absence will not be considered hours worked for purposes of calculating overtime.

Employees may be required to work beyond their scheduled shift or number of days per week to ensure adequate coverage when staffing needs require. If doing so results in overtime, overtime compensation will be paid.

#### SHIFT DIFFERENTIAL

As compensation for working hours other than regular daytime shifts, a shift differential is added to the basic wage rate for employees who work during the second and third shift.

#### REST PERIODS

You are provided a 15-minute rest period for each four (4) hours of working time. When your total daily work time is less than three and one-half hours, you are not eligible for a rest period. Meals and rest periods should not be combined. Your Supervisor will arrange the times for your particular rest periods.

#### MEAL PERIOD

You must take a thirty (30) minutes meal period after not more than five (5) hours of work, except, that when a work period is not more than six (6) hours per day the meal period may be waived by mutual consent of the hospital and yourself. Every effort will be made to schedule your meal period as close to the middle of the shift as possible. You must clock OUT and clock IN for your meal period. Should you be unable to take a meal period because of a hospital emergency, contact your Supervisor immediately.

#### TIME AND ATTENDANCE

The Time and Attendance system records your hours of work and is the document upon which you are paid. It is your responsibility to record your time by using your ID badge. When you fail to record your time or do so incorrectly report it immediately to your supervisor who will make the necessary correction.

You are prohibited from clocking in earlier than seven (7) minutes before the start of your shift or clocking out later than seven (7) minutes beyond your scheduled quitting time unless prior permission is obtained from your Supervisor or Department Head. If you find it necessary to leave the hospital during your scheduled shift, prior permission must be obtained and you must clock

OUT when leaving and clock IN when returning. It is against hospital policy to clock in or out for another employee. Violation of this policy could result in disciplinary action including termination.

#### PAY PERIODS

The pay period covers two weeks (14) days, beginning on Sunday at 12:01 AM and ending on the second Sunday at twelve (12) midnight.

#### PAYCHECKS

The hospital's payroll program is based on twenty-six (26) two-week pay periods per year. Payday is the Friday following the close of the pay period and paychecks are distributed in your department at 2:00 PM. Paychecks are personal and in order to release your check to another person, you must make arrangements with your Supervisor and provide a written authorization.

Questions concerning your paycheck should be discussed with your Department Head who will consult the Payroll Department for clarification. Errors will be corrected no later than three (3) working days following notification. Wages are not paid in advance of payday nor does the hospital cash paychecks. Lost checks should be reported immediately to the Payroll Department.

#### PAYROLL DEDUCTIONS

Deductions made from a paycheck fall into two categories: (1) standard deductions required by law; and (2) voluntary deductions authorized by an employee in writing:

##### 1.) STANDARD DEDUCTIONS

###### FEDERAL INCOME TAX (F.I.T.) and STATE INCOME TAX (S.I.T.)

Deductions are withheld from your gross earnings each pay period according to your authorization on the withholding statement (Form W-4). You are responsible for reporting any changes in the number of dependents to the Human Resources Department so that a new withholding statement can be filled out. You receive a withholding tax statement (Form W-2) to file with your income tax returns each year.

**SOCIAL SECURITY (F.I.C.A.)** is deducted from your gross earnings on a percentage fixed by the Federal Government. The amount withheld is matched by an identical contribution from the hospital and deposited to your credit with the Federal Government. These funds help to provide a monthly income and health care benefits when you are totally disabled or reach the age of retirement and provides for your eligible survivors upon your death. Any change of name must be reported to the local Social Security Office and then to the Human Resources Department.

**STATE DISABILITY INSURANCE (S.D.I.)** is deducted to provide income when you cannot work because of non-work related illness or injuries. It is based on a percentage of your gross fixed wages to a maximum fixed by law. Once the gross earnings exceed the maximum allowed for SDI deduction within the calendar year, this deduction is discontinued until the following year.

##### 2.) EXAMPLES OF VOLUNTARY DEDUCTIONS

- Health plans
- Special Group Life Insurance
- Credit Union
- Union Dues
- 401(k) Plan

#### GARNISHMENTS

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Employers are required by law to accept a legal assignment or garnishment against an employee's wages. You will be notified of any attachment received by the Human Resources or Payroll Department.

#### PROMOTION AND TRANSFER

When openings for advanced positions occur within the department, promotion of present employees will be considered. Transfer to openings in other departments may be arranged when such transfers are in the best interest of the hospital and the employee. When you become aware of a position, which offers a promotion or better opportunity, and you desire to receive consideration for the position, contact the Human Resources Department.

- 1.) You may be considered for promotion or transfer when:
  - a.) You have completed at least six (6) months' service in the current job classification, unless initiated by Pacifica.
  - b.) You meet the requirements for aptitude, education, experience, skills, and seniority for the position.
  - c.) Your personnel records indicate satisfactory performance and attendance in the current position.
- 2.) You will be accepted for transfer to an open position when:
  - a.) The current Department Head is able to reference satisfactory performance and attendance.
  - b.) Both Dept. Heads agree that you are eligible for the open position.
- 3.) You may transfer to the open position when a suitable replacement has been hired and trained.
- 4.) Interdepartmental transfers should be discussed with your Department Head.

After promotion or transfer, a supplementary Probationary Period of three (3) months will apply.

#### TERMINATION OF EMPLOYMENT

Pacifica Hospital of the Valley cannot make any promises about the length or continued employment of any employees. Your employment is at will and can be terminated at any time with or without cause by either you or PHOV.

#### RESIGNATION

When an employee terminates the relationship it is considered a resignation or voluntary quit. For recruitment purposes, employees are requested to give their Supervisor or Department Head two (2) week's written notice explaining the reason for resigning. Department Heads and Supervisors are expected to give a minimum of one (1) month's notice. The Human Resources Department may ask that you have an Exit Interview and obtain your comments regarding current policies and procedures.

#### INVOLUNTARY TERMINATION

When an employee is discharged for just cause, it is considered an involuntary termination. Such terminations would also include release during the probationary period and lay off due to lack of work.

#### RETURN OF PROPERTY

Upon the termination of an employee's employment with PHOV, regardless of the circumstances, an employee is expected to return all PHOV property immediately. This includes, but is not limited to, security or access cards, meal cards, credit cards, uniform keys, pagers and any other items in an employees possession related to the employee's employment with PHOV.

## BENEFITS

### PAID TIME OFF (PTO)

Pacifica Hospital of the Valley provides eligible employees with time off from work with pay based on years of service.

Eligible part-time employees accrue on a prorated basis according to hours worked or scheduled, e.g., a part-time employee working 20 hours a week will earn half the PTO that a full-time employee earns.

Paid Time Off (PTO) may be used for vacation time, holidays and personal time off, such as appointments or family illness.

PTO accrues only when an employee is on active status. It does not continue to accrue during leaves of absence or periods of termination pay.

Some days during the year may be observed as holidays by the Hospital. When employees are not scheduled to work on such days, they may be paid accrued PTO equal to their normal workday.

Employees are encouraged to schedule their PTO in advance during the year it accrues. Time off scheduling will be considered and approved by management in order of request and in consideration of staffing and coverage requirements.

PTO accrues, vests, and is available for use from the date of hire, and PTO unused at the date of employment termination is paid off with the final paycheck.

### SICK LEAVE

Employees accrue and earn sick leave hours as insurance against loss of income caused by absence from work due to a personal illness or disability.

Full-time employees earn 8 days of sick leave a year.

Eligible part-time employees accrue on a prorated basis according to hours worked or scheduled, e.g., a part-time employee working 20 hours a week will earn half the sick leave that a full-time employee earns.

Sick Leave accrues only when an employee is on active status. It does not continue to accrue during leaves of absence or periods of termination pay. Sick Leave accrues from the date of hire, but it is not earned or available for use until the completion of three months of employment.

### INSURANCE

All insurance benefits are explained during your new hire paperwork. Please contact the Human Resources Department regarding any questions or problems you may have. For eligible new hire's your packet will be available at time of hire.

### INSURANCE BENEFITS

Full-time and part-time employees eligible for benefits are encouraged to enroll in Pacifica Hospital of the Valley's comprehensive Medical, Dental and Vision Care Plan. Membership becomes effective on the first of the month following the completion of 90 days of employment, provided you have completed an enrollment card.

Coverage is available to full-time and part-time employees working 20 hours a week. Enrollment of dependents will be charged at current rates and through payroll deductions. Coverage will end the last day of the month you request termination of coverage, or the end of the month in which employment terminates. If eligible, COBRA will apply.

### LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

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Life insurance is a fringe benefit provided by Pacifica to all employees. Life and AD&D coverage becomes effective the first of the month following 90 days of employment.

#### STATE DISABILITY INSURANCE

All employees are required by California State Law to participate in a program for disability insurance. You pay this insurance through a percentage deduction of wages paid you in a calendar year. SDI covers illness or injury, which is not work incurred and pays a portion of your wages when you are off work beyond seven (7) days, or from the first day of hospitalization. Your accrued sick leave will be integrated with the SDI benefits to supplement your income, but not to exceed your hourly rate of pay. All claims for SDI must be made by you and within 20 days of the first day of disability.

#### LEAVES OF ABSENCE

When you have 12 months, or 1250 hours of employment and you have a valid reason for being away from work more than two weeks you may be granted a LOA at the discretion of your Supervisor. Leaves beyond one month must be approved by the Administrator. A LOA shall not exceed twelve (12) months; however, under special circumstances a leave may be extended monthly, thereafter, with administrative approval. Applications for a LOA must be submitted on the Request for Leave of Absence Form, stating the reason for and specific time of leave and submitted to Human Resources.

Depending on the type of leave your Benefit Date will be adjusted to reflect the period of time beyond thirty (30) days.

Leaves of absences are granted for the following reasons only:

Personal Leave: For compelling personal reasons not contemplated or made possible under other time off policies. The compelling nature of the leave and the department need are evaluated by your supervisor. The employee's quality of performance and seniority are given particular weight in reaching a decision regarding the leave.

Family Leave of Absence: To provide for a Leave of Absence for family care and medical reasons in accordance with the Family Care and Medical Leave Act. Leave of Absences will be granted in the event of (a) the birth, adoption, or serious illness of the child of an employee, (b) the care of a seriously ill parent or spouse or (c) serious illness of an employee.

Workers Compensation: If an injury or illness is caused by your job, you will be compensated in accordance with the Worker's Compensation Act of the State of California. To be eligible for payment, you must report any injury to your Supervisor immediately. All injuries, no matter how minor, must be reported to the Employee Health Department and an Employee Claim Form completed.

If hospitalized, compensation begins immediately; otherwise benefits begin on the fourth day of absence. Your accrued sick leave will be used to continue your income until the insurance benefits begin, then your sick leave will be integrated in the manner as described in SDI. When you are sent home during the workday due to an injury or work-related illness, you will be paid for all work hours scheduled that day.

Such leave will be limited to a cumulative maximum of three (3) months in any twelve (12) month period for the same family unit including PTO available at the time of the leave.

PHOV may require certification by the health care provider as to (a) the date the disability began, (b) its nature and probable duration, and (c) an estimate of the length of time of required care by a family member.

There will be no loss of seniority during or upon the conclusion of such leaves. Continuation of benefits while on leave is on the same terms as with other leaves. Health care coverage shall be maintained during the first 3 months of a disability leave and family care leave. COBRA will be triggered at the end of the approved FMLA leave period.

Employees will be reinstated in the same or comparable job classification, shift and pay level upon their return from Family Leave.

#### BEREAVEMENT LEAVE

When death occurs in your immediate family and you have completed your probationary period, you may be granted up to three days paid leave to make arrangements for and to attend the services. Immediate family is defined as: Employees' spouse, child, parent, legal ward, siblings, the employee's spouses parents, child or siblings the employees child, spouse, grandparents or grandchildren

#### JURY DUTY

PHOV encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request up to 2 weeks of paid jury duty leave over any 2-year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked o the day of absence. Any stipend the employee receives from the court must be turned over to PHOV.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they should notify their supervisor immediately. Employees may use any available accrued vacation leave or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that their supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report to work whenever the court schedule permits.

Either PHOV or the employee may request to be excused from jury duty if, in PHOV's judgment, the employee's absence would create serious operational difficulties.

PHOV will continue to provide health insurance benefits for the full term of the jury duty absence.

#### WITNESS DUTY

PHOV encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by PHOV, they will be paid regular wages for the time spent at witness duty. The subpoena must be shown to the employee's supervisor immediately upon receipt.

Employees will be granted time off to appear in court as a witness at the request of a party other than PHOV. Employees are free to use any remaining paid leave benefits (such as vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

#### SOCIAL SERVICES

You are eligible for confidential counseling and referral services provided without cost by the Social Service Department. You may contact the department for further information.

#### CREDIT UNION

A chartered credit union, E-Central Credit Union, is available for your convenience if you have benefit status and have completed the probationary period. Credit union members may arrange to begin a savings account through our payroll deduction plan. The Human Resources Department will answer your questions and provide you with literature explaining the services offered by the Credit Union.

## YOUR RESPONSIBILITIES

### PROGRESSIVE DISCIPLINARY ACTION

Every organization has standards and rules of conduct to govern its activities. Whenever there is a large group of employees who make up a work force, variances in work behavior and violations of rules are bound to occur from time to time. These occurrences must be resolved properly to constructively correct the problem or infraction, and in a reasonably consistent manner throughout the hospital. When problems with behavior or violation of the hospital's rules do occur then disciplinary action, which is appropriate to the circumstances, should be taken.

Forms of progressive disciplinary action in sequence of severity are:

- Verbal Warning
- Written Warning
- Suspension
- Termination

Verbal or written warnings are given for initial, minor infractions of rules or when work performance level is below that which is considered acceptable. Employees are required to sign written warnings as acknowledgment of receipt of counseling, but it is not considered an admission that the contents are justified.

Suspension is a serious step in the corrective discipline cycle used by management to impress upon an employee, without resorting to discharge, the seriousness of violations of rules and regulations and/or substandard performance. During this type of suspension, employee suffers loss of pay and possibly benefits. Suspension also may be used as a tool during the course of investigation to provide necessary time to inquire into the facts and circumstances of an incident.

- Although progressive discipline should normally be applied, a written warning need not always be preceded by a verbal warning, and circumstances may arise in which serious discipline (suspension or termination) is imposed without prior warning.

### ATTENDANCE

When you are away from work on an unscheduled absence it places a burden on your co-workers. Therefore, we expect that you will be at work, on time, for every scheduled workday. Good attendance is a condition of employment. When you are unable to report for duty, notify your Supervisor. The notification should occur at least two hours (or as soon as possible) prior to the beginning of the work shift, which will be missed. If your Supervisor is not available, contact your Department Head. If neither is available, you may contact the Administrative Nursing Supervisor. When you leave the hospital's premises during working hours prior permission from your Supervisor must be obtained. A record of frequent tardiness or absence may be cause for termination of employment.

### CONFIDENTIALITY

The care of a patient is always confidential in nature; therefore, any information concerning a patient's condition, treatment, records or personal affairs shall be kept confidential. Such information may be released only through or with the approval of the patient, patient's doctor, or when ordered to do so by Court order. It is unlawful for you to discuss any patient information with anyone except authorized personnel. You are responsible for protecting the patient's right to privacy and any violation of this policy is subject to disciplinary action up to and including termination.

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## PERSONNEL RECORDS

A complete and confidential employment record is maintained on each employee in the Human Resources Department. It is your responsibility to notify that department of any changes in your personal data; such as marital status, address, phone number, beneficiary, etc. The hospital is not responsible for any loss to you due to your failure to keep Human Resources informed of any personal data change. Should you desire to review your personnel file, contact the Human Resources Department for an appointment.

Human Resources Department hours are 8:00 AM to 5:00 PM, Monday through Friday.

## DRESS AND PERSONAL APPEARANCE GUIDELINES

Whether uniformed or non-uniformed, you are expected to present a neat, well-groomed professional appearance and dress appropriate to your position. Be selective, avoiding extreme styles. Limit your use of scents and jewelry. Shoes are to be clean and kept in good repair. Denim jeans shall not be worn at any time. Clothing should not reveal undergarments. Keep your nails clean and well shaped. Hair should be neat and clean and maintained in such a manner that it does not fall forward during patient contact. Be considerate of patients and co-workers by maintaining good personal hygiene. If you have any question as to appropriateness of dress, please discuss it with your Supervisor.

Some departments have uniform requirements. All uniforms furnished by the hospital must be returned upon termination. Dress regulations for your specific department will be furnished at the time of hire.

## SAFETY MANAGEMENT

Pacifica Hospital of the Valley recognizes its responsibility in providing a safe and healthy work environment for its employees and ensuring that employees can perform their jobs effectively without endangering their health or the health of others. The hospital constantly strives to provide work areas that are free from known hazards recognizable as causes of physical harm, illness or injury. Continuous promotion of employee, patient and visitor safety is maintained. This is done through an ongoing program of the analysis of safe working procedures, accident prevention, safety education and proper equipment for each job.

The Safety Management Program reaches every employee and is dedicated to prevention rather than reaction. Safe work environments and quick identification of potential hazards are stressed. Part of your employee responsibility is to take an active part in the prevention of potential accident situations and/or hazardous procedures through awareness and a positive attitude. You are responsible for reporting any unsafe situation to your Supervisor. You will be assisted in preparing and submitting the proper incident report form that will be addressed by the Environment of Care Committee for corrective action.

Of utmost importance is the development of your awareness of fire hazards. As an employee you are responsible for knowledge of the placement and use of fire extinguishers plus other emergency equipment available to you. This is true, not only in your department, but throughout the hospital. Your Supervisor will direct you to the study of the appropriate fire and disaster sections of the Environment of Care Manual for your department. In the event of a fire or disaster you will have specific responsibilities that will be defined to you by your Supervisor as part of your training. Regular fire and disaster drills are held to provide practice of safety and evacuation skills. These will help you perform with top efficiency in the event of a real emergency.

## WORKPLACE VIOLENCE PREVENTION

PHOV is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, PHOV has adopted the following guidelines to deal with intimidation, harassment or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including contract/agency staff, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited on the premises of PHOV.

Conduct that threatens, intimidates or coerces another employee, a patient or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age or any characteristic protected by federal, state or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employee as well as threats by patients, vendors, solicitors or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

PHOV will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, PHOV may suspend employees either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

PHOV encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. PHOV is eager to assist in the resolution of disputes and will not discipline employees for raising such concerns. Reporting does not, however, absolve anyone of their responsibility for their own behavior.

#### SOLICITATION AND DISTRIBUTION

In order to prevent disruptions in the operations of the hospital, interference with patient care, and inconvenience to our patients and their visitors, the following rules will apply to solicitation and distribution of literature on hospital property:

1.) Non-employees

Persons not employed by the hospital may not solicit or distribute literature on hospital property for any purpose at any time.

2.) Employees of the Hospital

Employees may not solicit or sell any item or product at any time on Hospital premises, regardless of whether the employee is on or off duty, except by the direct approval of Administration.

#### DISCRIMINATORY HARASSMENT

PHOV is committed to maintaining a work environment that is free of discrimination against our employees by anyone, including supervisors, other employees, vendors, clients or patients. All employees are expected to avoid any behavior or conduct that could reasonably be interpreted as unlawful harassment of employees or persons who do business with PHOV.

Harassment consists of unwelcome conduct, whether verbal, physical or visual that is based upon a person's protected status, such as sex, race, ancestry, religion, national origin, age, disability, citizenship status or other protected group status.

Harassment includes conduct that denigrates or shows hostility or aversion toward an individual because of his or her protected status or that of his or her relatives, friends or employees, and may include, for example, jokes about another person's protected status, kidding or teasing directed at a person based on his or her protected status.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors and other physical, verbal or visual conduct based on sex may constitute sexual harassment. This conduct is unlawful when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment is conduct based on sex, whether directed toward a person of the opposite or same sex and may include such actions as: sex-oriented verbal kidding, teasing or jokes; foul or obscene language or gestures; display of foul or obscene printed or visual material; physical contact such as patting, pinching or brushing against another's body; and demands for sexual favors. While such conduct generally can

amount to sexual harassment only if it is both unwelcome and either severe or pervasive, PHOV nonetheless discourages any such conduct in the workplace, regardless of the circumstances.

Everyone at PHOV, and especially each supervisor, is expected to avoid any behavior or conduct that could be interpreted as unlawful harassment. All employees should also understand the importance of informing an individual whenever that individual's behavior is unwelcome, offensive, in poor taste or inappropriate.

If you feel that you have experienced or witnessed discrimination or harassment, you are to notify immediately the Director of Human Resources or your department head or your supervisor, who will take steps to ensure that your report is properly investigated.

There will be no retaliation against anyone for reporting discrimination or harassment or for cooperating with an investigation of a complaint of discrimination or harassment.

The policy of PHOV is to investigate each complaint promptly and to keep complaints and the result of our investigation confidential to the fullest extent practicable.

If an investigation confirms that a violation of this policy has occurred, then appropriate corrective actions including disciplinary measures, will be taken. In investigating complaints of harassment under this policy, PHOV may impose discipline for inappropriate conduct without regard to whether the conduct constitutes a violation of the law and even if that conduct does not rise to the level of violation of this policy. PHOV will advise interested parties of the outcome of an investigation, although not necessarily all details of the actions PHOV has taken to maintain a harassment-free environment.

#### **POLICY CONCERNING SEXUAL HARASSMENT**

Pacifica maintains a strict policy against sexual harassment, in accordance with Federal Equal Employment Opportunity Commission and California Fair Employment and Housing Commission guidelines. Under these guidelines, sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. This policy applies to all employees, Supervisors, Agents and non-employees who have contact with employees during working hours. Disciplinary actions will be taken promptly against any employee, Supervisory or otherwise, who engages in unlawful sexual harassment. Please feel free to contact the Human Resources Department for further information. If you have a specific complaint, please contact the Director of Human Resources.

#### **TELEPHONE USAGE**

Hospital lines must be kept clear to enable prompt and efficient service to patients and the transaction of hospital business. Personal calls are to be made during your breaks or lunch on your personal phone. Use of hospital phones for personal or unauthorized calls is cause for disciplinary action.

#### **TELEPHONE COURTESY**

You represent Pacifica every time you answer the telephone. Attitudes toward the hospital are formulated by callers based on your phone manners. Basic telephone conduct: 1) answer promptly - identify department and yourself, 2) speak clearly, be courteous, pleasant and helpful, and 3) remember words like "Thank you," "Please," and "You're Welcome."

#### **SMOKING**

In keeping with PHOV's intent to provide a safe and healthful environment, smoking is prohibited except in designated areas. This policy applies equally to all employees and visitors.

#### **VISITORS IN THE WORKPLACE**

Employees are not permitted to have visitors in the workplace during working hours. This helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare and avoids potential distractions and disturbances. Similarly, employees are not permitted to bring their children to work during working hours, except for designated functions.

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## E-MAIL & INTERNET USAGE

PHOV's computers, computer files and the network and e-mail system are intended to be used for business purposes only; use for informal or personal purposes is permissible only within reasonable limits and only when such personal use in no way interferes with or otherwise impacts upon the employee's job responsibilities. All data that is composed, transmitted or received via our computer communications system is considered to be the property of the Company and part of the Company's official records and is subject to monitoring by appropriate staff without notification.

E-mail and any other data that is composed, transmitted, accessed or received via network must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, harmful to morale or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, cartoons or jokes, unwelcome propositions or love letters, ethnic or racial slurs, gender-specific comments or any other comments or images that can be construed to be harassment or disparagement of others based on race, age, sex, religious or political beliefs, national origin, disability or any other characteristic protected by law.

Users are also reminded that log-on and other passwords may not be shared with any third party, nor may they be shared with any other users, unless such password(s) is requested by an authorized official of the Company.

All e-mails and files containing messages or materials sent via e-mail must be reviewed and purged on a monthly basis. The sole exception to this rule is when the user has knowledge that the information is subject to pending or threatened litigation or when the information has been requested by any governmental or regulatory agency. Furthermore, users are prohibited from transmitting materials or discussing matters related to actual or potential claims or litigation via e-mail.

Abuse of the Company-provided networks, intranets, internet, and e-mail system either through excessive personal use or use in violation of law. Connecting cellular phones, iphones, ipods, laptops...etc. into hospital equipment for any reason is not acceptable, unless approved by Administration. Company policies will result in disciplinary action up to and including termination of employment.

## LOITERING

Employees may not congregate in corridors, at nursing stations or in work areas except for official business. Upon completion of your shift, leave the work area immediately so that there will be no delay or interruption of work schedules. The access of employees to the interior of the hospital and to working areas outside the hospital while not on duty shall be subject to the same limitations applicable to the general public. Loitering on the premises will subject the offending employee to disciplinary action.

## GRATUITIES

Gratuities from patients are not permitted. Please refuse politely and say the hospital policy does not allow you to accept. Inexpensive gifts, such as candy, may be accepted from patients who would be offended if they were not permitted to show appreciation for care received.

## THE FEDERAL FALSE CLAIMS ACT

The False Claims Act ("FCA") was enacted to fight fraud, or false claims, against the federal government. A false claim may take many forms, including, for example, overcharging for a product or service, delivering less than the promised amount or type of goods or services, underpaying money owed to the government, or charging for one thing but providing another.

In general the FCA covers fraud involving any federally funded contract or program (including Medicare and Medicaid), except tax fraud. Under the FCA, anyone who knowingly submits or causes the submission of false claims to the government is liable for damages of up to three times the erroneous payment, plus civil penalties of \$5,500 to \$11,000 per false claim.

A private individual (called the "whistleblower" or "relator") who possesses and comes forward with information regarding false claims is authorized to file a case in federal court and sue, on behalf of the government, those entities engaged in the fraud. The Department of Justice then decides on behalf of the government whether to join the whistleblower/relator in prosecuting these cases. If the case is successful, the whistleblower may share in the recovery. The amount of the relator's share depends on

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multiple factors, including whether the relator planned and initiated the false claim (in which case the relator's share can be reduced to any amount the court deems appropriate) and whether laws exist that preclude the relator from sharing in the recovery because of the criminal conviction or other reason.

The FCA provides a remedy for whistleblowers, who are discharged, demoted, suspended or in any other way discriminated against in their employment by their employer in retaliation for filing an FCA case. To receive the benefits of the employment protections, courts generally require that an employee demonstrate that (1) he or she was engaged in an activity protected by the FCA, (2) the employer knew of the employee's involvement in the FCA lawsuit and (3) the employer retaliated against the employee because of those actions. If the court finds a whistleblower was terminated or otherwise mistreated for filing an FCA lawsuit, the employee is entitled to reinstatement at the same level, two times the back pay owed plus interest, and compensation for any "special damages" sustained as a result of the discrimination, such as attorneys' fees.

#### CALIFORNIA FALSE CLAIMS ACT

In general the California FCA covers fraud involving any state funded contract or program except unemployment or workers' compensation fraud or tax fraud. A person who files a false claim may be liable to the state of California for three times the amount of damages the District suffers as a result of the false claim, plus the costs of the action to recover the damages and a civil penalty of up to \$10,000 per false claim.

The California FCA has similar provisions to the federal FCA regarding whistleblowers, whom the California law calls "qui tam plaintiffs." If the suit is successful, the qui tam plaintiff may share in the recovery. The qui tam plaintiff is also entitled to recover reasonable expenses.

The California FCA also has provisions similar to the federal FCA prohibiting retaliatory actions by employers against qui tam plaintiffs for filing the action.

#### OUR POLICY

Please refer to our Compliance Handbook for a detailed discussion of our policies and procedures relating to detecting and protecting waste, fraud and abuse, including our policies for reporting suspected waste, fraud or abuse and our anonymous hotline. A copy of the compliance handbook is available from Human Resources.

### YOUR WORKING ENVIRONMENT

#### HOSPITAL INFORMATION

You will be kept informed of all changes in policy and procedures, and significant information pertaining to the hospital. This information will be communicated accurately, consistently and uniformly through our employee handbook, bulletin board postings, paycheck inserts, employee/management meeting, management briefings and new hire orientation sessions.



#### CAFETERIA

The hospital has a cafeteria located in the basement of the "S" building which you may utilize during your meal and rest periods.

#### LOST AND FOUND

The Security and Safety Office maintains a lost and found area so that items left by patients, visitors and employees may be reclaimed. Pacifica is not responsible for the loss of personal property.

#### SECURITY SERVICE

Pacifica provides security protection for patients, employees, visitors and hospital property. Security Guards are available to escort you during the evening and night shifts. They continually patrol the hospital and parking areas and may inspect articles being removed from the premises. Please report security problems to the Security Department immediately.

#### PARKING

Free parking is available for all employees in designated areas. There are provisions for the handicapped. Illegal parking in the handicapped zones is subject to citation.

#### BULLETIN BOARDS

Bulletin boards are placed throughout the hospital to provide information regarding job opportunities, policy changes, education information, or matters of general interest. All postings must be approved by Administration or Human Resources Department.

# EXHIBIT 8

EDIT BONUS / DEDUCTION RULE

Name 30 Minute Deduct

Save Save & Return Return Refresh

\*Name 30 Minute [ ]

Amount -0:30 HH:mm

Mon  Fri

Tue  Sat

Applies on  Wed  Sun

Thu

Is Exception

Pay code <None>

Cancel if break taken Punched Meal

Allow cancellation in timecard  Yes  No

(Include this deduction or bonus when cancelling all deductions in timecard editor or Genie)

TRIGGER Triggered by Length of Shift

\*Use rounded shift boundary times  Yes  No

\*Short break exception disqualifies break  Yes  No

\*Minimum qualifying interval 0:00 HH:mm

\*Minimum shift length to trigger 6:00 HH:mm

\*Maximum shift length to trigger 99:59 HH:mm

\*Locator 6:00 HH:mm

\*Trigger if locator is at or after 0:00 HH:mm

\*Trigger if locator is before 0:00 HH:mm

SHIFT RESTRICTION

Do not use shift restriction

Use shift restriction

Must start by [ ]

Must work until [ ]

# EXHIBIT 9

1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
3 **LAVI & EBRAHIMIAN, LLP**  
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8 Email: vgranberry@lelawfirm.com

9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated,

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA OF THE  
20 VALLEY HOSPITAL; and DOES 1 to 100,  
21 Inclusive,

22 DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

**DECLARATION OF HIGINO R.  
NOLASCO IN SUPPORT OF  
PLAINTIFF'S MOTION FOR CLASS  
CERTIFICATION**

23 I, Higinio R. Nolasco, declare as follows:

24 1. I am over the age of 18 years old and not a party to the action titled Frencher vs.  
25 Pacifica of the Valley Hospital (hereinafter "Pacifica"). I am familiar with the information stated in  
26 this declaration based on my own personal knowledge. I am submitting this declaration of my own  
27 free will. I have not been forced by any person to submit this declaration. I have not been offered  
28 money or promised any money to sign this declaration or to provide the following information.

DECLARATION

1           2.     I have been employed by Pacifica from approximately January 2013 to Present as  
2 LVN, an hourly paid position.

3           3.     As a Pacifica employee, I am familiar with Pacifica's policies and procedures in  
4 place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees  
5 when they worked more than 10 hours in a workday. At times during my employment, I would work  
6 over 10 hours in a workday.  
7

8           4.     I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly  
9 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2013, I  
10 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2<sup>nd</sup>  
11 meal break if we worked more than 10 hours in a day.

12          5.     In 2013, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
13 worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly  
14 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

15          6.     In 2013, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest  
16 break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other  
17 hourly employees that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10  
18 hours in a day.

19          7.     In 2013, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
20 worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly  
21 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day

22          8.     I was employed by Pacifica in 2014, and Pacifica did not inform me that I was  
23 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2014, I did not observe  
24 Pacifica informing other hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked  
25 more than 10 hours in a day.

26          9.     In 2014, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
27 worked more than 10 hours in a day. In 2014, I did not observe Pacifica provide hourly employees  
28 with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

DECLARATION

1           10.    In 2014, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if we  
2 worked more than 10 hours in a day. In 2014, I did not observe Pacifica informing hourly employees  
3 that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

4           11.    In 2014, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
5 worked more than 10 hours in a day. In 2014, I did not observe Pacifica providing other hourly  
6 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

7           12.    I was employed by Pacifica in 2015, and Pacifica did not inform me that I was  
8 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2015, I did not observe  
9 Pacifica informing hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked more  
10 than 10 hours in a day.

11          13.    In 2015, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
12 worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly  
13 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

14          14.    In 2015, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if I worked  
15 more than 10 hours in a day. In 2015, I did not observe Pacifica informing other hourly employees  
16 that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

17          15.    In 2015, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
18 worked more than 10 hours in a day. In 2015, I did not observe Pacifica provide other hourly  
19 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

20          16.    I was employed by Pacifica in 2016, and Pacifica did not inform me that I was  
21 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2016, I did not observe  
22 Pacifica informing hourly employees that hourly employees were entitled to a 2<sup>nd</sup> meal break if we  
23 worked more than 10 hours in a day.

24          17.    In 2016, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
25 worked more than 10 hours in a day. In 2016, I did not observe Pacifica provide other hourly  
26 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

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DECLARATION

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18. In 2016, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day. In 2016, I did not observe Pacifica inform other hourly employees that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

19. In 2016, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I worked more than 10 hours in a day. In 2016, I did not observe Pacifica provide other hourly employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 6/20/16, at North Hills, California.

  
\_\_\_\_\_  
Declarant

A



# EXHIBIT 10

1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
3 **LAVI & EBRAHIMIAN, LLP**  
4 8889 W. Olympic Blvd., Suite 200  
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8 Email: vgranberry@lelawfirm.com

9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated,

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA OF THE  
20 VALLEY HOSPITAL; and DOES 1 to 100,  
21 Inclusive,

22 DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

**DECLARATION OF MARIA REA IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR CLASS CERTIFICATION**

23 I, Maria Rea, declare as follows:

24 1. I am over the age of 18 years old and not a party to the action titled Frencher vs.  
25 Pacifica of the Valley Hospital (hereinafter "Pacifica"). I am familiar with the information stated in  
26 this declaration based on my own personal knowledge. I am submitting this declaration of my own  
27 free will. I have not been forced by any person to submit this declaration. I have not been offered  
28 money or promised any money to sign this declaration or to provide the following information.

DECLARATION

1

MR

1           2.     I was employed by Pacifica from approximately August 22, 2013 to May 31, 2014 as  
2 Food Service, an hourly paid position.

3           3.     As a Pacifica employee, I am familiar with Pacifica's policies and procedures in  
4 place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees  
5 when they worked more than 10 hours in a workday. At times during my employment, I would work  
6 over 10 hours in a workday.

7  
8           4.     I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly  
9 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2013, I  
10 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2<sup>nd</sup>  
11 meal break if we worked more than 10 hours in a day.

12           5.     In 2013, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
13 worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly  
14 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

15           6.     In 2013, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest  
16 break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other  
17 hourly employees that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10  
18 hours in a day.

19           7.     In 2013, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
20 worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly  
21 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day

22           8.     I was employed by Pacifica in 2014, and Pacifica did not inform me that I was  
23 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2014, I did not observe  
24 Pacifica informing other hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked  
25 more than 10 hours in a day.

26           9.     In 2014, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
27 worked more than 10 hours in a day. In 2014, I did not observe Pacifica provide hourly employees  
28 with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

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DECLARATION

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MR

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10. In 2014, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day. In 2014, I did not observe Pacifica informing hourly employees that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

11. In 2014, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I worked more than 10 hours in a day. In 2014, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 6/10/16, at North Hollywood, California.

  
Declarant

MR

# EXHIBIT 11

1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
3 **LAVI & EBRAHIMIAN, LLP**  
4 8889 W. Olympic Blvd., Suite 200  
5 Beverly Hills, California 90211  
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7 Facsimile: (310) 432-0001  
8 Email: vgranberry@lelawfirm.com

9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated,

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA OF THE  
20 VALLEY HOSPITAL; and DOES 1 to 100,  
21 Inclusive,

22 DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

**DECLARATION OF JACOB TOUREY IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR CLASS CERTIFICATION**

23 I, Jacob Tourey, declare as follows:

24 1. I am over the age of 18 years old and not a party to the action titled *Frencher vs.*  
25 *Pacifica of the Valley Hospital* (hereinafter "*Pacifica*"). I am familiar with the information stated in  
26 this declaration based on my own personal knowledge. I am submitting this declaration of my own  
27 free will. I have not been forced by any person to submit this declaration. I have not been offered  
28 money or promised any money to sign this declaration or to provide the following information.

DECLARATION

1



1 2. I was employed by Pacifica from approximately October 2015 to December 20, 2015  
2 as Charge Nurse and Mental Health Unit, an hourly paid position.

3 3. As a Pacifica employee, I am familiar with Pacifica's policies and procedures in  
4 place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees  
5 when they worked more than 10 hours in a workday. At times during my employment, I would work  
6 over 10 hours in a workday.

7  
8 4. I was employed by Pacifica in 2015, and Pacifica did not inform me that I was  
9 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2015, I did not observe  
10 Pacifica informing hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked more  
11 than 10 hours in a day.

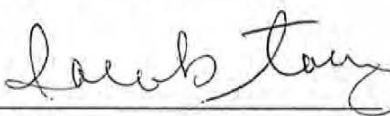
12 5. In 2015, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
13 worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly  
14 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

15 6. In 2015, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if I worked  
16 more than 10 hours in a day. In 2015, I did not observe Pacifica informing other hourly employees  
17 that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

18 7. In 2015, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
19 worked more than 10 hours in a day. In 2015, I did not observe Pacifica provide other hourly  
20 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

21 I declare under the penalty of perjury under the laws of the State of California that the  
22 foregoing is true and correct.

23 Executed on 6/20/16, at Valley Village, California.

24  
25   
26 Declarant

# EXHIBIT 12



1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
3 **LAVI & EBRAHIMIAN, LLP**  
4 8889 W. Olympic Blvd., Suite 200  
5 Beverly Hills, California 90211  
6 Telephone: (310) 432-0000  
7 Facsimile: (310) 432-0001  
8 Email: vgranberry@lelawfirm.com

9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated,

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA OF THE  
20 VALLEY HOSPITAL; and DOES 1 to 100,  
21 Inclusive,

22 DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

**DECLARATION OF FRANCESCO  
MARROQUIN IN SUPPORT OF  
PLAINTIFF'S MOTION FOR CLASS  
CERTIFICATION**

23 I, Francesco Marroquin, declare as follows:

24 1. I am over the age of 18 years old and not a party to the action titled *Frencher vs.*  
25 *Pacifica of the Valley Hospital* (hereinafter "*Pacifica*"). I am familiar with the information stated in  
26 this declaration based on my own personal knowledge. I am submitting this declaration of my own  
27 free will. I have not been forced by any person to submit this declaration. I have not been offered  
28 money or promised any money to sign this declaration or to provide the following information.

DECLARATION

1



1 2. I was employed by Pacifica from approximately April 2012 to July 2012 as  
2 Registered Nurse, an hourly paid position.

3 3. As a Pacifica employee, I am familiar with Pacifica's policies and procedures in  
4 place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees  
5 when they worked more than 10 hours in a workday. At times during my employment, I would work  
6 over 10 hours in a workday.

7  
8 4. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly  
9 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2012, I  
10 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2<sup>nd</sup>  
11 meal break if we worked more than 10 hours in a day.

12 5. In 2012, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
13 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees  
14 with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

15 6. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest  
16 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other  
17 hourly employees that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10  
18 hours in a day.

19 7. In 2012, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
20 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly  
21 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

22 8. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly  
23 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2013, I  
24 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2<sup>nd</sup>  
25 meal break if we worked more than 10 hours in a day.

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DECLARATION

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 5.19.2016, at Palmdale, California.

  
Declarant



# EXHIBIT 13

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Joseph Lavi, Esq. (State Bar No. 209776)  
Vincent C. Granberry, Esq. (State Bar No. 276483)  
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Email: vgranberry@lelawfirm.com

Attorneys for PLAINTIFF  
KYLE FRENCHER, on behalf of herself  
and others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

KYLE FRENCHER, on behalf of herself and  
others similarly situated,

PLAINTIFF,

vs.

PACIFICA OF THE VALLEY  
CORPORATION dba PACIFICA OF THE  
VALLEY HOSPITAL; and DOES 1 to 100,  
Inclusive,

DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

**DECLARATION OF TIMOTHY OGBU IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR CLASS CERTIFICATION**

I, Timothy Ogbu, declare as follows:

1. I am over the age of 18 years old and not a party to the action titled *Frencher vs. Pacifica of the Valley Hospital* (hereinafter "Pacifica"). I am familiar with the information stated in this declaration based on my own personal knowledge. I am submitting this declaration of my own free will. I have not been forced by any person to submit this declaration. I have not been offered money or promised any money to sign this declaration or to provide the following information.

1 2. I was employed by Pacifica from approximately October 2010 to March 2012 as  
2 Registered Nurse, an hourly paid position.

3 3. As a Pacifica employee, I am familiar with Pacifica's policies and procedures in  
4 place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees  
5 when they worked more than 10 hours in a workday. At times during my employment, I would work  
6 over 10 hours in a workday.

7 4. I was employed by Pacifica in 2010 and Pacifica did not inform me that hourly  
8 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2010, I  
9 did not observe Pacifica informing any other hourly employees that we were entitled to a 2<sup>nd</sup> meal  
10 break if we worked more than 10 hours in a day.

11 5. In 2010, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
12 worked more than 10 hours in a day. In 2010, I did not observe Pacifica providing other hourly  
13 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

14 6. In 2010, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest  
15 break if we worked more than 10 hours in a day. In 2010, I did not observe Pacifica informing any  
16 other hourly employees that we were entitled to take a 3<sup>rd</sup> meal break if we worked more than 10  
17 hours in a day.

18 7. In 2010, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
19 worked more than 10 hours in a day. In 2010, I did not observe Pacifica providing other hourly  
20 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

21 8. I was employed by Pacifica in 2011, and Pacifica did not inform me that hourly  
22 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2011, I  
23 did not observe Pacifica informing any other hourly employees that we were entitled to a 2<sup>nd</sup> meal  
24 break if we worked more than 10 hours in a day.

25 9. In 2011, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
26 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly  
27 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

28 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest  
break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing  
hourly employees that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10  
hours in a day.

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11. In 2011, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

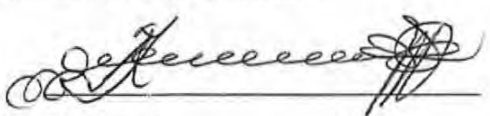
13. In 2012, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

14. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

15. In 2012, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 5/25/16, at Santa Clarita, California.



Declarant

TO

# EXHIBIT 14



1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
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9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated,

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA OF THE  
20 VALLEY HOSPITAL; and DOES 1 to 100,  
21 Inclusive,

22 DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

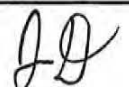
**DECLARATION OF JOSHUA  
DENOGEAN IN SUPPORT OF  
PLAINTIFF'S MOTION FOR CLASS  
CERTIFICATION**

23 I, Joshua Denogean, declare as follows:

24 1. I am over the age of 18 years old and not a party to the action titled *Frencher vs.*  
25 *Pacifica of the Valley Hospital* (hereinafter "Pacifica"). I am familiar with the information stated in  
26 this declaration based on my own personal knowledge. I am submitting this declaration of my own  
27 free will. I have not been forced by any person to submit this declaration. I have not been offered  
28 money or promised any money to sign this declaration or to provide the following information.

DECLARATION

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1           2.     I have been employed by Pacifica from approximately November 2013 to Present as  
2 Certified Nurse Assistant, an hourly paid position.

3           3.     As a Pacifica employee, I am familiar with Pacifica's policies and procedures in  
4 place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees  
5 when they worked more than 10 hours in a workday. At times during my employment, I would work  
6 over 10 hours in a workday.

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8           4.     I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly  
9 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2013, I  
10 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2<sup>nd</sup>  
11 meal break if we worked more than 10 hours in a day.

12           5.     In 2013, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
13 worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly  
14 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

15           6.     In 2013, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest  
16 break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other  
17 hourly employees that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10  
18 hours in a day.

19           7.     In 2013, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
20 worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly  
21 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day

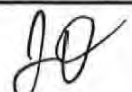
22           8.     I was employed by Pacifica in 2014, and Pacifica did not inform me that I was  
23 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2014, I did not observe  
24 Pacifica informing other hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked  
25 more than 10 hours in a day.

26           9.     In 2014, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
27 worked more than 10 hours in a day. In 2014, I did not observe Pacifica provide hourly employees  
28 with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

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DECLARATION

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1           10.    In 2014, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if we  
2 worked more than 10 hours in a day. In 2014, I did not observe Pacifica informing hourly employees  
3 that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

4           11.    In 2014, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
5 worked more than 10 hours in a day. In 2014, I did not observe Pacifica providing other hourly  
6 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

7           12.    I was employed by Pacifica in 2015, and Pacifica did not inform me that I was  
8 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2015, I did not observe  
9 Pacifica informing hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked more  
10 than 10 hours in a day.

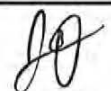
11          13.    In 2015, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
12 worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly  
13 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

14          14.    In 2015, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if I worked  
15 more than 10 hours in a day. In 2015, I did not observe Pacifica informing other hourly employees  
16 that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

17          15.    In 2015, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
18 worked more than 10 hours in a day. In 2015, I did not observe Pacifica provide other hourly  
19 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

20          16.    I was employed by Pacifica in 2016, and Pacifica did not inform me that I was  
21 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2016, I did not observe  
22 Pacifica informing hourly employees that hourly employees were entitled to a 2<sup>nd</sup> meal break if we  
23 worked more than 10 hours in a day.

24          17.    In 2016, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
25 worked more than 10 hours in a day. In 2016, I did not observe Pacifica provide other hourly  
26 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.  
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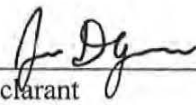
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18. In 2016, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day. In 2016, I did not observe Pacifica inform other hourly employees that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

19. In 2016, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I worked more than 10 hours in a day. In 2016, I did not observe Pacifica provide other hourly employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 5/13/2016, at Shadow Hills, California.

  
Declarant

# EXHIBIT 15

1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
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8 Email: vgranberry@lelawfirm.com

9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated,

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA OF THE  
20 VALLEY HOSPITAL; and DOES 1 to 100,  
21 Inclusive,

22 DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

**DECLARATION OF MARISOL TWIN  
MORALES IN SUPPORT OF  
PLAINTIFF'S MOTION FOR CLASS  
CERTIFICATION**

23 I, Marisol Twin Morales, declare as follows:

24 1. I am over the age of 18 years old and not a party to the action titled *Frencher vs.*  
25 *Pacifica of the Valley Hospital* (hereinafter "Pacifica"). I am familiar with the information stated in  
26 this declaration based on my own personal knowledge. I am submitting this declaration of my own  
27 free will. I have not been forced by any person to submit this declaration. I have not been offered  
28 money or promised any money to sign this declaration or to provide the following information.

DECLARATION

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2. I was employed by Pacifica from approximately 2015 to 2015 as Licensed Vocational Nurse, an hourly paid position.

3. As a Pacifica employee, I am familiar with Pacifica's policies and procedures in place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees when they worked more than 10 hours in a workday. At times during my employment, I would work over 10 hours in a workday.

4. I was employed by Pacifica in 2015, and Pacifica did not inform me that I was entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2015, I did not observe Pacifica informing hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

5. In 2015, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

6. In 2015, Pacifica did not inform me that I was entitled to a 3<sup>rd</sup> rest break if I worked more than 10 hours in a day. In 2015, I did not observe Pacifica informing other hourly employees that we were entitled to a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

7. In 2015, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I worked more than 10 hours in a day. In 2015, I did not observe Pacifica provide other hourly employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 5/2/2016, at San Fernando, California.

  
Declarant



# EXHIBIT 16



1 Joseph Lavi, Esq. (State Bar No. 209776)  
2 Vincent C. Granberry, Esq. (State Bar No. 276483)  
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8 Email: vgranberry@lelawfirm.com

9 Attorneys for PLAINTIFF  
10 KYLE FRENCHER, on behalf of herself  
11 and others similarly situated.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

14 KYLE FRENCHER, on behalf of herself and  
15 others similarly situated,

16 PLAINTIFF,

17 vs.

18 PACIFICA OF THE VALLEY  
19 CORPORATION dba PACIFICA OF THE  
20 VALLEY HOSPITAL; and DOES 1 to 100,  
21 Inclusive,

22 DEFENDANTS.

Case No.: BC559056

*[Assigned for all purposes to the Honorable  
Judge Ann I. Jones, Dept. 308]*

**CLASS ACTION**

**DECLARATION OF LILIA TORRES  
DUENAS IN SUPPORT OF PLAINTIFF'S  
MOTION FOR CLASS CERTIFICATION**

23 I, Lilia Torres Duenas, declare as follows:

24 1. I am over the age of 18 years old and not a party to the action titled *Frencher vs.*  
25 *Pacifica of the Valley Hospital* (hereinafter "*Pacifica*"). I am familiar with the information stated in  
26 this declaration based on my own personal knowledge. I am submitting this declaration of my own  
27 free will. I have not been forced by any person to submit this declaration. I have not been offered  
28 money or promised any money to sign this declaration or to provide the following information.

DECLARATION

1

*L.T.D.*

1           2.     I was employed by Pacifica from approximately May 2013 to January 2015 as Food  
2 Service, an hourly paid position.

3           3.     As a Pacifica employee, I am familiar with Pacifica's policies and procedures in  
4 place during my employment regarding 2<sup>nd</sup> meal breaks and 3<sup>rd</sup> rest breaks for hourly employees  
5 when they worked more than 10 hours in a workday. At times during my employment, I would work  
6 over 10 hours in a workday.

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8           4.     I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly  
9 employees were entitled to a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day. In 2013, I  
10 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2<sup>nd</sup>  
11 meal break if we worked more than 10 hours in a day.

12          5.     In 2013, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
13 worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly  
14 employees with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

15          6.     In 2013, Pacifica did not inform me that hourly employees were entitled to a 3<sup>rd</sup> rest  
16 break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other  
17 hourly employees that hourly employees were entitled to a 3<sup>rd</sup> rest break if we worked more than 10  
18 hours in a day.

19          7.     In 2013, Pacifica did not provide me with an opportunity to take a 3<sup>rd</sup> rest break if I  
20 worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly  
21 employees with an opportunity to take a 3<sup>rd</sup> rest break if we worked more than 10 hours in a day

22          8.     I was employed by Pacifica in 2014, and Pacifica did not inform me that I was  
23 entitled to a 2<sup>nd</sup> meal break if I worked more than 10 hours in a day. In 2014, I did not observe  
24 Pacifica informing other hourly employees that we were entitled to a 2<sup>nd</sup> meal break if we worked  
25 more than 10 hours in a day.

26          9.     In 2014, Pacifica did not provide me with an opportunity to take a 2<sup>nd</sup> meal break if I  
27 worked more than 10 hours in a day. In 2014, I did not observe Pacifica provide hourly employees  
28 with an opportunity to take a 2<sup>nd</sup> meal break if we worked more than 10 hours in a day.

DECLARATION

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LT.S.

