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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
2**

**VOLUME 2 OF 3
EXHIBITS 17-49**

[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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23
24
25
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TABLE OF CONTENTS/INDEX TO EVIDENCE

VOLUME 1

DECLARATION OF JOSEPH LAVI, ESQ. 1

EXHIBIT 1: True and correct copies of excerpts from the deposition of Susan Standley, Defendant’s Person Most Knowledgeable ("PMK") re: certain categories..... 13

EXHIBIT 2: True and correct copies of excerpts from the deposition of Patty Guevara, Defendant’s PMK re: certain categories 86

EXHIBIT 3: True and correct copy of portions of Defendant's time system parameters programmed into Defendant's time keeping system 145

EXHIBIT 4: True and correct copy of Defendant's employee handbook produced in discovery..... 149

EXHIBIT 5: True and correct copy of Defendant's responses to Plaintiff's Special Interrogatories Set One. 170

EXHIBIT 6 True and correct copy of portion of Defendant's attendance policy 191

EXHIBIT 7 True and correct copy of Defendant's employee handbook..... 195

EXHIBIT 8 True and correct copy of Defendant's automatic deduction rule set up in Defendant's time-keeping system..... 213

EXHIBIT 9 True and correct copy of the declaration of class member Hivino R. Nolasco..... 215

EXHIBIT 10 True and correct copy of the declaration of class member Maria Rea..... 220

EXHIBIT 11 True and correct copy of the declaration of class member Jacob Tourey..... 224

EXHIBIT 12 True and correct copy of the declaration of class member Francesco Marroquin..... 227

| | | | |
|----|------------------------|---|-----|
| 1 | EXHIBIT 13 | True and correct copy of the declaration of class member Timothy | |
| 2 | | Ogbu | 231 |
| 3 | EXHIBIT 14 | True and correct copy of the declaration of class member Joshua | |
| 4 | | Denogean..... | 235 |
| 5 | EXHIBIT 15 | True and correct copy of the declaration of class member Marisol | |
| 6 | | Twin Morales | 240 |
| 7 | EXHIBIT 16 | True and correct copy of the declaration of class member Lilia | |
| 8 | | Torres..... | 243 |
| 9 | <u>VOLUME 2</u> | | |
| 10 | EXHIBIT 17 | True and correct copy of the declaration of class member | |
| 11 | | Guillermo Chavez | 247 |
| 12 | EXHIBIT 18 | True and correct copy of the declaration of class member Tchubenk | |
| 13 | | Andrei..... | 253 |
| 14 | EXHIBIT 19 | True and correct copy of the declaration of class member Debra | |
| 15 | | Hollers | 258 |
| 16 | EXHIBIT 20 | True and correct copy of Declaration of the declaration of class | |
| 17 | | member Adam Corey | 263 |
| 18 | EXHIBIT 21 | True and correct copy of the declaration of class member Brenda | |
| 19 | | Ninette | 268 |
| 20 | EXHIBIT 22 | True and correct copy of the declaration of class member Thelma | |
| 21 | | Ardella..... | 273 |
| 22 | EXHIBIT 23 | True and correct copy of the declaration of class member Monae | |
| 23 | | Leann..... | 278 |
| 24 | EXHIBIT 24 | True and correct copy of the declaration of class member Kelly | |
| 25 | | Kay | 282 |
| 26 | EXHIBIT 25 | True and correct copy of the declaration of class member Denise | |
| 27 | | Elizabeth Avila..... | 286 |
| 28 | | | |

| | | | |
|----|------------|--|-----|
| 1 | EXHIBIT 26 | True and correct copy of the declaration of class member Stephen | |
| 2 | | Obinna Danielson-Ohiri | 290 |
| 3 | EXHIBIT 27 | True and correct copy of the declaration of class member Zenda | |
| 4 | | Wynn | 294 |
| 5 | EXHIBIT 28 | True and correct copy of the declaration of class member De Jesus | |
| 6 | | Zavaleta | 299 |
| 7 | EXHIBIT 29 | True and correct copy of the questionnaire answered by class | |
| 8 | | member Florence Edna Karania | 307 |
| 9 | EXHIBIT 30 | True and correct copy of the questionnaire answered by class | |
| 10 | | member Cynthia Lilian Solomon | 310 |
| 11 | EXHIBIT 31 | True and correct copy of the questionnaire answered by class | |
| 12 | | member Erica Salgado..... | 313 |
| 13 | EXHIBIT 32 | True and correct copy of the questionnaire answered by class | |
| 14 | | member Shaunna Marie Lofgren..... | 316 |
| 15 | EXHIBIT 33 | True and correct copy of the questionnaire answered by class | |
| 16 | | member Diana J. Pimentel | 319 |
| 17 | EXHIBIT 34 | True and correct copy of the questionnaire answered by class | |
| 18 | | member Pamela Goldman | 322 |
| 19 | EXHIBIT 35 | True and correct copy of the questionnaire answered by class | |
| 20 | | member Monica Valencia | 325 |
| 21 | EXHIBIT 36 | True and correct copy of the questionnaire answered by class | |
| 22 | | member Jorge Valdez | 328 |
| 23 | EXHIBIT 37 | True and correct copy of the questionnaire answered by class | |
| 24 | | member Leann Arjona..... | 334 |
| 25 | EXHIBIT 38 | True and correct copy of Declaration of the questionnaire answered | |
| 26 | | by class member Jovita Alcala..... | 337 |
| 27 | EXHIBIT 39 | True and correct copy of the declaration of class member Judas | |
| 28 | | Hernandez Saucedo | 340 |

| | | | |
|----|------------|--|-----|
| 1 | EXHIBIT 40 | True and correct copy of Declaration of the declaration of Plaintiff | |
| 2 | | Kyle Ellen Frencher..... | 344 |
| 3 | EXHIBIT 41 | True and correct copy of Declaration of Defendant's further | |
| 4 | | supplemental and amended responses to Plaintiff's Special | |
| 5 | | Interrogatories Set Two | 348 |
| 6 | EXHIBIT 42 | True and correct copy of Defendant's meal break waiver bates | |
| 7 | | numbered Pacifica 3015 | 377 |
| 8 | EXHIBIT 43 | True and correct copy of Defendant's meal break waiver bates | |
| 9 | | numbered Pacifica 2993 | 379 |
| 10 | EXHIBIT 44 | True and correct copy of Declaration of Defendant's supplemental | |
| 11 | | response to Plaintiff's Special Interrogatories Set Two..... | 381 |
| 12 | EXHIBIT 45 | True and correct copy of Declaration of Defendant's further | |
| 13 | | supplemental response to Plaintiff's Form Interrogatories General | |
| 14 | | Set Two | 425 |
| 15 | EXHIBIT 46 | True and correct copy of Defendant's amended and supplemental | |
| 16 | | response to Plaintiff's Special Interrogatories Set One..... | 446 |
| 17 | EXHIBIT 47 | True and correct copy of the questionnaire answered by class | |
| 18 | | member Alvin M. Decipeda | 456 |
| 19 | EXHIBIT 48 | True and correct copy of excerpts of the deposition of Kyle | |
| 20 | | Frencher..... | 459 |
| 21 | EXHIBIT 49 | True and correct copy of Defendant's Payroll Procedures bates | |
| 22 | | numbered PACIFICA 79-80..... | 478 |
| 23 | EXHIBIT 50 | True and correct copies of all written meal period waivers | |
| 24 | | produced by Defendant in written discovery..... | 481 |

EXHIBIT 17

1 Joseph Lavi, Esq. (State Bar No. 209776)
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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 GUILLERMO
CHAVEZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS CERTIFICATION**

23 I, Guillermo Chavez, 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

GU

1 2. I was employed by Pacifica from approximately March 2006 to August 2015 as
2 Registration Associate ER, 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 2nd meal breaks and 3rd 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 2nd 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 2nd 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 2nd 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 2nd 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 3rd 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 3rd 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 3rd 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 3rd 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 2nd 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 2nd meal
24 break if we worked more than 10 hours in a day.

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DECLARATION

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1 9. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
12 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
13 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
14 meal break if we worked more than 10 hours in a day.

15 13. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
17 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18 14. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
19 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other
20 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
21 hours in a day.

22 15. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
23 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
24 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

25 16. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly
26 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2013, I
27 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
28 meal break if we worked more than 10 hours in a day.

DECLARATION

1 17. In 2013, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 18. In 2013, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 19. In 2013, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day

11 20. I was employed by Pacifica in 2014, and Pacifica did not inform me that I was
12 entitled to a 2nd meal break if I worked more than 10 hours in a day. In 2014, I did not observe
13 Pacifica informing other hourly employees that we were entitled to a 2nd meal break if we worked
14 more than 10 hours in a day.

15 21. In 2014, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2014, I did not observe Pacifica provide hourly employees
17 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18 22. In 2014, Pacifica did not inform me that I was entitled to a 3rd rest break if we
19 worked more than 10 hours in a day. In 2014, I did not observe Pacifica informing hourly employees
20 that we were entitled to a 3rd rest break if we worked more than 10 hours in a day.

21 23. In 2014, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
22 worked more than 10 hours in a day. In 2014, I did not observe Pacifica providing other hourly
23 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

24 24. I was employed by Pacifica in 2015, and Pacifica did not inform me that I was
25 entitled to a 2nd meal break if I worked more than 10 hours in a day. In 2015, I did not observe
26 Pacifica informing hourly employees that we were entitled to a 2nd meal break if we worked more
27 than 10 hours in a day.

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DECLARATION

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1 25. In 2015, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 26. In 2015, Pacifica did not inform me that I was entitled to a 3rd rest break if I worked
5 more than 10 hours in a day. In 2015, I did not observe Pacifica informing other hourly employees
6 that we were entitled to a 3rd rest break if we worked more than 10 hours in a day.

7 27. In 2015, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
8 worked more than 10 hours in a day. In 2015, I did not observe Pacifica provide other hourly
9 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

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

12 Executed on 5-9-16, at Pacoima, California.

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14 Khullen Chey
15 Declarant
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DECLARATION

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EXHIBIT 18

1 Joseph Lavi, Esq. (State Bar No. 209776)
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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 TCHUBENKO
ANDREI IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS CERTIFICATION**

23 I, Tchubenko Andrei, 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

AT

1 2. I was employed by Pacifica from approximately April 2008 to February 2013 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 2nd meal breaks and 3rd 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 2nd 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 2nd 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 2nd 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 2nd 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 3rd 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 3rd 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 3rd 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 3rd 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 2nd 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 2nd meal
24 break if we worked more than 10 hours in a day.

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1 9. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
12 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
13 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
14 meal break if we worked more than 10 hours in a day.

15 13. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
17 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18 14. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
19 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other
20 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
21 hours in a day.

22 15. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
23 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
24 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

25 16. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly
26 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2013, I
27 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
28 meal break if we worked more than 10 hours in a day.

DECLARATION



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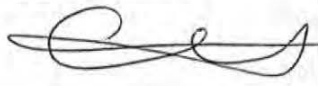
17. In 2013, Pacifica did not provide me with an opportunity to take a 2nd meal break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18. In 2013, Pacifica did not inform me that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day.

19. In 2013, Pacifica did not provide me with an opportunity to take a 3rd rest break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3rd 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 4/30/16, at Agoura Hills, California.

Andrei Tchudenko
Declarant 

A.T.

EXHIBIT 19

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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 DEBRA HOLLERS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION**

23 I, Debra Hollers, 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 2010 to 2013 as Social Worker, an
2 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 2nd meal breaks and 3rd 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 2nd 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 2nd 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 2nd 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 2nd 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 3rd 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 3rd 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 3rd 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 3rd 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 2nd 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 2nd meal
24 break if we worked more than 10 hours in a day.

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DECLARATION



1 9. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
12 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
13 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
14 meal break if we worked more than 10 hours in a day.

15 13. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
17 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18 14. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
19 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other
20 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
21 hours in a day.

22 15. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
23 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
24 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

25 16. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly
26 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2013, I
27 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
28 meal break if we worked more than 10 hours in a day.

DECLARATION



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17. In 2013, Pacifica did not provide me with an opportunity to take a 2nd meal break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18. In 2013, Pacifica did not inform me that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day.

19. In 2013, Pacifica did not provide me with an opportunity to take a 3rd rest break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3rd 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 *D. Haller* at Acton, California.

D. Haller
Declarant

DH

EXHIBIT 20

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 ADAM COREY
BROEDEL IN SUPPORT OF
PLAINTIFF'S MOTION FOR CLASS
CERTIFICATION**

23 I, Adam Corey Broedel, 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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AB

1 2. I was employed by Pacifica from approximately December 2010 to March 2013 as
2 Respiratory Therapist, 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 2nd meal breaks and 3rd 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 2nd 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 2nd 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 2nd 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 2nd 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 3rd 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 3rd 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 3rd 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 3rd 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 2nd 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 2nd meal
24 break if we worked more than 10 hours in a day.

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DECLARATION

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1 9. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
12 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
13 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
14 meal break if we worked more than 10 hours in a day.

15 13. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
17 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18 14. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
19 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other
20 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
21 hours in a day.

22 15. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
23 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
24 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

25 16. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly
26 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2013, I
27 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
28 meal break if we worked more than 10 hours in a day.

DECLARATION

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17. In 2013, Pacifica did not provide me with an opportunity to take a 2nd meal break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18. In 2013, Pacifica did not inform me that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day.

19. In 2013, Pacifica did not provide me with an opportunity to take a 3rd rest break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3rd 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 Canyon Country, California.



Declarant

EXHIBIT 21

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 BRENDA NINETTE
MEEK IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS CERTIFICATION**

23 I, Brenda Ninette Meek, 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 July 2000 to October 2013 as LVN, an hourly paid position.

3. As a Pacifica employee, I am familiar with Pacifica's policies and procedures in place during my employment regarding 2nd meal breaks and 3rd 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.

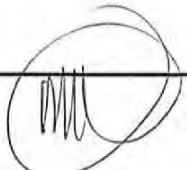
4. I was employed by Pacifica in 2010 and Pacifica did not inform me that hourly employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2010, I did not observe Pacifica informing any other hourly employees that we were entitled to a 2nd meal break if we worked more than 10 hours in a day.

5. In 2010, Pacifica did not provide me with an opportunity to take a 2nd meal break if I worked more than 10 hours in a day. In 2010, I did not observe Pacifica providing other hourly employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

6. In 2010, Pacifica did not inform me that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day. In 2010, I did not observe Pacifica informing any other hourly employees that we were entitled to take a 3rd meal break if we worked more than 10 hours in a day.

7. In 2010, Pacifica did not provide me with an opportunity to take a 3rd rest break if I worked more than 10 hours in a day. In 2010, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

8. I was employed by Pacifica in 2011, and Pacifica did not inform me that hourly employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing any other hourly employees that we were entitled to a 2nd meal break if we worked more than 10 hours in a day.



1 9. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
12 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
13 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
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15 13. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
17 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18 14. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
19 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other
20 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
21 hours in a day.

22 15. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
23 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
24 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

25 16. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly
26 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2013, I
27 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
28 meal break if we worked more than 10 hours in a day.



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17. In 2013, Pacifica did not provide me with an opportunity to take a 2nd meal break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18. In 2013, Pacifica did not inform me that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day. In 2013, I did not observe Pacifica informing other hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10 hours in a day.

19. In 2013, Pacifica did not provide me with an opportunity to take a 3rd rest break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3rd 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 05/01/2016, at Panorama City, California.

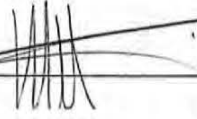
Declarant ) BMBEK

EXHIBIT 22

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 THELMA ARDELLA
MEANS IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS CERTIFICATION**

23 I, Thelma Ardella Means, 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 was employed by Pacifica from approximately March 2006 to February 2013 as
2 Licensed Vocational 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 2nd meal breaks and 3rd 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 2nd 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 2nd 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 2nd 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 2nd 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 3rd 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 3rd meal break if we worked more than 10
17 hours in a day.

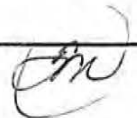
18 7. In 2010, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
19 worked more than 10 hours in a day. In 2010, I did not observe Pacifica providing other hourly
20 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

21 8. I was employed by Pacifica in 2011, and Pacifica did not inform me that hourly
22 employees were entitled to a 2nd 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 2nd meal
24 break if we worked more than 10 hours in a day.

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DECLARATION

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1 9. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
12 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
13 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
14 meal break if we worked more than 10 hours in a day.

15 13. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
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20 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
21 hours in a day.

22 15. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
23 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
24 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

25 16. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly
26 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2013, I
27 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
28 meal break if we worked more than 10 hours in a day.

DECLARATION



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17. In 2013, Pacifica did not provide me with an opportunity to take a 2nd meal break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica provide other hourly employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

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19. In 2013, Pacifica did not provide me with an opportunity to take a 3rd rest break if I worked more than 10 hours in a day. In 2013, I did not observe Pacifica providing other hourly employees with an opportunity to take a 3rd 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 4/30/16, at Lancaster, California.


Declarant

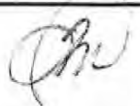


EXHIBIT 23

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

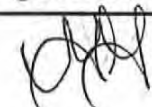
**DECLARATION OF MONAE LEANN
GARCIA-ESPINO IN SUPPORT OF
PLAINTIFF'S MOTION FOR CLASS
CERTIFICATION**

23 I, Monae Leann Garcia Espino, 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 have been employed by Pacifica from approximately June 2011 to Present as PBX
2 Operator, an hourly paid position. However, the last time that I physically worked at Pacifica was in
3 2012.

4 3. As a Pacifica employee, I am familiar with Pacifica's policies and procedures in
5 place during my employment regarding 2nd meal breaks and 3rd rest breaks for hourly employees
6 when they worked more than 10 hours in a workday. At times during my employment, I would work
7 over 10 hours in a workday.
8

9 4. I was employed by Pacifica in 2011, and Pacifica did not inform me that hourly
10 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2011, I
11 did not observe Pacifica informing any other hourly employees that we were entitled to a 2nd meal
12 break if we worked more than 10 hours in a day.

13 5. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
14 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
15 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

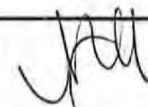
16 6. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
17 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
18 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
19 hours in a day.

20 7. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
21 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
22 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

23 8. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
24 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
25 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
26 meal break if we worked more than 10 hours in a day.
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DECLARATION

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1 9. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
3 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. employees with an opportunity to take a 3rd rest break if we worked more than 10
12 hours in a day.

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

15 Executed on 4/30/16, at San Fernando, California.

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18 Declarant

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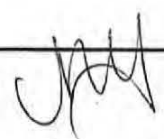


EXHIBIT 24

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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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 KELLY KAY
GARFALO IN SUPPORT OF
PLAINTIFF'S MOTION FOR CLASS
CERTIFICATION**

23 I, Kelly Kay Garfalo, 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 August 2014 to February 2015 as
2 LVN - Subacute, 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 2nd meal breaks and 3rd 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 2014, and Pacifica did not inform me that I was
9 entitled to a 2nd meal break if I worked more than 10 hours in a day. In 2014, I did not observe
10 Pacifica informing other hourly employees that we were entitled to a 2nd meal break if we worked
11 more than 10 hours in a day.

12 5. In 2014, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
13 worked more than 10 hours in a day. In 2014, I did not observe Pacifica provide hourly employees
14 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

15 6. In 2014, Pacifica did not inform me that I was entitled to a 3rd rest break if we
16 worked more than 10 hours in a day. In 2014, I did not observe Pacifica informing hourly employees
17 that we were entitled to a 3rd rest break if we worked more than 10 hours in a day.

18 7. In 2014, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
19 worked more than 10 hours in a day. In 2014, I did not observe Pacifica providing other hourly
20 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

21 8. I was employed by Pacifica in 2015, and Pacifica did not inform me that I was
22 entitled to a 2nd meal break if I worked more than 10 hours in a day. In 2015, I did not observe
23 Pacifica informing hourly employees that we were entitled to a 2nd meal break if we worked more
24 than 10 hours in a day.

25 9. In 2015, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
26 worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly
27 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.
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DECLARATION

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10. In 2015, Pacifica did not inform me that I was entitled to a 3rd 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 3rd rest break if we worked more than 10 hours in a day.

11. In 2015, Pacifica did not provide me with an opportunity to take a 3rd 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 3rd 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 5/01/16, at Valencia, California.

Kelly Sinfelt
Declarant

EXHIBIT 25

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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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 DENISE
ELIZABETH AVILA IN SUPPORT OF
PLAINTIFF'S MOTION FOR CLASS
CERTIFICATION**

23 I, Denise Elizabeth Avila, 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 was employed by Pacifica from approximately October 2014 to June 2015 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 2nd meal breaks and 3rd 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 2014, and Pacifica did not inform me that I was
9 entitled to a 2nd meal break if I worked more than 10 hours in a day. In 2014, I did not observe
10 Pacifica informing other hourly employees that we were entitled to a 2nd meal break if we worked
11 more than 10 hours in a day.

12 5. In 2014, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
13 worked more than 10 hours in a day. In 2014, I did not observe Pacifica provide hourly employees
14 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

15 6. In 2014, Pacifica did not inform me that I was entitled to a 3rd rest break if we
16 worked more than 10 hours in a day. In 2014, I did not observe Pacifica informing hourly employees
17 that we were entitled to a 3rd rest break if we worked more than 10 hours in a day.

18 7. In 2014, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
19 worked more than 10 hours in a day. In 2014, I did not observe Pacifica providing other hourly
20 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

21 8. I was employed by Pacifica in 2015, and Pacifica did not inform me that I was
22 entitled to a 2nd meal break if I worked more than 10 hours in a day. In 2015, I did not observe
23 Pacifica informing hourly employees that we were entitled to a 2nd meal break if we worked more
24 than 10 hours in a day.

25 9. In 2015, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
26 worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly
27 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.
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DECLARATION

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10. In 2015, Pacifica did not inform me that I was entitled to a 3rd 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 3rd rest break if we worked more than 10 hours in a day.

11. In 2015, Pacifica did not provide me with an opportunity to take a 3rd 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 3rd 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 5/21/20, at Los Angeles, California.


Declarant



EXHIBIT 26

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 STEPHEN OBINNA
DANIELSON-OHIRI IN SUPPORT OF
PLAINTIFF'S MOTION FOR CLASS
CERTIFICATION**

23 I, Stephen Obinna Danielson-Ohiri, 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

SD

1 2. I was employed by Pacifica from approximately July 2013 to July 2014 as LVN, an
2 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 2nd meal breaks and 3rd 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 2nd 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 2nd
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 2nd 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 2nd 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 3rd 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 3rd 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 3rd 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 3rd 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 2nd 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 2nd 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 2nd 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 2nd meal break if we worked more than 10 hours in a day.

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10. In 2014, Pacifica did not inform me that I was entitled to a 3rd 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 3rd 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 3rd 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 3rd 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 04/29/16, at Woodland Hills, California.

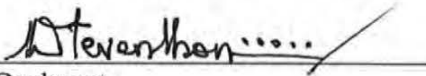

Declarant

EXHIBIT 27

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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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

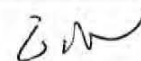
**DECLARATION OF ZENDA WYNN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION**

23 I, Zenda Wynn, 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 February 2005 to May 2014 as
2 Pharmacy Technician, 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 2nd meal breaks and 3rd 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 2nd 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 2nd 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 2nd 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 2nd 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 3rd 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 3rd meal break if we worked more than 10
17 hours in a day.

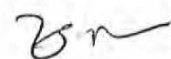
18 7. In 2010, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
19 worked more than 10 hours in a day. In 2010, I did not observe Pacifica providing other hourly
20 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

21 8. I was employed by Pacifica in 2011, and Pacifica did not inform me that hourly
22 employees were entitled to a 2nd 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 2nd meal
24 break if we worked more than 10 hours in a day.

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DECLARATION

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1 9. In 2011, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
2 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
3 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

4 10. In 2011, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
5 break if we worked more than 10 hours in a day. In 2011, I did not observe Pacifica informing
6 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
7 hours in a day.

8 11. In 2011, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
9 worked more than 10 hours in a day. In 2011, I did not observe Pacifica providing other hourly
10 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

11 12. I was employed by Pacifica in 2012, and Pacifica did not inform me that hourly
12 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2012, I
13 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
14 meal break if we worked more than 10 hours in a day.

15 13. In 2012, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
16 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide hourly employees
17 with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.

18 14. In 2012, Pacifica did not inform me that hourly employees were entitled to a 3rd rest
19 break if we worked more than 10 hours in a day. In 2012, I did not observe Pacifica inform other
20 hourly employees that hourly employees were entitled to a 3rd rest break if we worked more than 10
21 hours in a day.

22 15. In 2012, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
23 worked more than 10 hours in a day. In 2012, I did not observe Pacifica provide other hourly
24 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

25 16. I was employed by Pacifica in 2013, and Pacifica did not inform me that hourly
26 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2013, I
27 did not observe Pacifica inform other hourly employees that hourly employees were entitled to a 2nd
28 meal break if we worked more than 10 hours in a day.

DECLARATION




EXHIBIT 28

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


**DECLARACION DE JESUS ZAVALETA
EN APOYO DEL PEDIMENTO DE LOS
DEMANDANTES PARA
CERTIFICACION DE CLASE**

23 Yo, Jesus Zavaleta, declaro lo siguiente:

24 1. Soy mayor de 18 años y no soy parte de la acción titulada *Frencher vs. Pacifica of*
25 *the Valley Hospital* (en adelante "Pacifica"). Estoy familiarizado con la información contenida en
26 esta declaración basado en mi propio conocimiento personal. Presento esta declaración en mi propia
27 voluntad. No me he visto obligado por cualquier persona que presente esta declaración. No se me ha
28 ofrecido dinero o prometido dinero para firmar esta declaración o para proporcionar la siguiente

DECLARATION

1


52 6/19/16

1 información.

2 2. Fui empleado por Pacífica desde aproximadamente febrero, 2015 hasta febrero, 2016
3 como Asistente de Enfermería Certificado, una posición pagada por hora.

4 3. Como empleado de Pacífica, Yo estoy familiarizado con las políticas y
5 procedimientos en el lugar durante mi empleo con respecto a los 2do descansos para comer y 3er
6 periodos de descanso para los empleados por hora cuando trabajaban más de 10 horas en un día de
7 trabajo. A veces, durante mi empleo, yo trabajaba más de 10 horas en un día de trabajo.

8
9 4. Yo fui empleado por Pacífica en 2015, y Pacífica no me informó de que los
10 empleados por hora tenían derecho a un segundo descanso de comida si trabajamos más de 10 horas
11 en un día. En 2015, yo no observé a Pacífica informarle a los otros empleados por hora que los
12 empleados por hora tenían derecho a un segundo descanso de comida si trabajamos más de 10 horas
13 en un día.

14 5. En 2015, Pacífica no me dio la oportunidad de tomar un 2do descanso de comida si
15 trabajaba más de 10 horas en un día. En 2015, yo no observé a Pacífica proporcionar a los otros
16 empleados por hora con una oportunidad de tomar un segundo descanso de comida si trabajamos
17 más de 10 horas en un día.


18 6. En 2015, Pacífica no me informó de que los empleados por hora tenían derecho a un
19 3er periodo de descanso si trabajamos más de 10 horas en un día. En 2015, no observé Pacífica
20 informarle a los otros empleados por hora que los empleados por hora tenían el derecho a un 3er
21 periodo de descanso si trabajamos más de 10 horas en un día.

22 7. En 2015, Pacífica no me dio la oportunidad de tomar un 3er periodo de descanso si
23 trabajamos más de 10 horas en un día. En 2015, yo no observé a Pacífica proporcionar a los otros
24 empleados por hora con una oportunidad de tomar un 3er periodo de descanso si trabajamos más de
25 10 horas en un día.

26 8. Yo fui empleado por Pacífica en 2016, y Pacífica no me informó de que los
27 empleados por hora tenían derecho a un segundo descanso de comida si trabajamos más de 10 horas
28 en un día. En 2016, yo no observé a Pacífica informarle a los otros empleados por hora que los

DECLARATION

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6/14/16

1 empleados por hora tenían derecho a un segundo descanso de comida si trabajamos más de 10 horas
2 en un día.

3 9. En 2016, Pacifica no me dio la oportunidad de tomar un 2do descanso de comida si
4 trabajaba más de 10 horas en un día. En 2016, yo no observé a Pacifica proporcionar a los otros
5 empleados por hora con una oportunidad de tomar un segundo descanso de comida si trabajamos
6 más de 10 horas en un día.


7 10. En 2016, Pacifica no me informó de que los empleados por hora tenían derecho a un
8 3er periodo de descanso si trabajamos más de 10 horas en un día. En 2016, no observé Pacifica
9 informarle a los otros empleados por hora que los empleados por hora tenían el derecho a un 3er
10 periodo de descanso si trabajamos más de 10 horas en un día.

11 11. En 2016, Pacifica no me dio la oportunidad de tomar un 3er periodo de descanso si
12 trabajamos más de 10 horas en un día. En 2016, yo no observé a Pacifica proporcionar a los otros
13 empleados por hora con una oportunidad de tomar un 3er periodo de descanso si trabajamos más de
14 10 horas en un día.

15 Yo declaro bajo penalidad de perjurio bajo las leyes de Estados Unidos y las leyes del Estado
16 de California que lo antedicho es correcto y verdadero.

17
18 Ejecutado 6/19/16, en Lancaster, California.

19
20 
21 Declarante _____

JZ 
6/14/16

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DECLARATION OF FATIMA MARCHAN

I, Fatima Marchan, declare as follows:

1. I am over eighteen years old and I am a Legal Assistant employed by Lavi & Ebrahimian, LLP, and reside in the city of Los Angeles, California. I have personal knowledge of all the facts stated herein and if called as a witness, could and would competently testify therein.

2. I was born in Los Angeles, California, and I am fluent in English which was my first language.

3. I am also fluent in Spanish and I have obtained my interpreting certificate from Southern California School of Interpretation for interpretation of Spanish to English and English to Spanish.

4. I certify to the best of my abilities and belief that the following document is a true and correct English translation of the "DECLARACION DE JESUS ZAVALA EN APOYO DEL PEDIMENTO DE LOS DEMANDANTES PARA CERTIFICACION DE CLASE" which immediately precedes by declaration.

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

Dated: September 20, 2016



Fatima Marchan

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 JESUS ZAVALETA
IN SUPPORT OF PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION**

23 I, Jesus Zavaleta, 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
26 contained in this declaration based on my own personal knowledge. I am submitting this declaration
27 of my own free will. I have not been obligated by any person to submit this declaration. I have not
28 been offered money or promised any money to sign this declaration or to provide the following

DECLARATION

1 information.

2 2. I was employed by Pacifica from approximately February 2015 to February 2016 as
3 Certified Nurse Assistant, an hourly paid position.

4 3. As a Pacifica employee, I am familiar with Pacifica's policies and procedures in
5 place during my employment regarding 2nd meal breaks and 3rd rest breaks for hourly employees
6 when they worked more than 10 hours in a workday. At times during my employment, I would work
7 over 10 hours in a workday.
8

9 4. I was employed by Pacifica in 2015, and Pacifica did not inform me that the hourly
10 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2015, I
11 did not observe Pacifica informing the other hourly employees that we were entitled to a second
12 meal break if we worked more than 10 hours in a day.

13 5. In 2015, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
14 worked more than 10 hours in a day. In 2015, I did not observe Pacifica providing other hourly
15 employees with an opportunity to take a second meal break if we worked more than 10 hours in a
16 day.

17 6. In 2015, Pacifica did not inform me that the hourly employees were entitled to a 3rd
18 rest break if I worked more than 10 hours in a day. In 2015, I did not observe Pacifica informing
19 other hourly employees that we were entitled to a 3rd rest break if we worked more than 10 hours in
20 a day.

21 7. In 2015, Pacifica did not provide me with an opportunity to take a 3rd rest break if I
22 worked more than 10 hours in a day. In 2015, I did not observe Pacifica provide other hourly
23 employees with an opportunity to take a 3rd rest break if we worked more than 10 hours in a day.

24 8. I was employed by Pacifica in 2016, and Pacifica did not inform me that the hourly
25 employees were entitled to a 2nd meal break if we worked more than 10 hours in a day. In 2016, I
26 did not observe Pacifica informing the other hourly employees that hourly employees were entitled
27 to a second meal break if we worked more than 10 hours in a day.
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9. In 2016, Pacifica did not provide me with an opportunity to take a 2nd meal 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 2nd meal break if we worked more than 10 hours in a day.

10. In 2016, Pacifica did not inform me that I was entitled to a 3rd 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 3rd rest break if we worked more than 10 hours in a day.

11. In 2016, Pacifica did not provide me with an opportunity to take a 3rd 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 3rd 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 6/19/16, in Lancaster, California.

Declarant

EXHIBIT 29

ENGLISH

1. Please state your full name: FLORENCE EDNA KARANJA
2. Please provide your phone number: _____
3. Please state your position: Licensed Vocational Nurse
4. Please state your dates of employment: 8/2008 to 12/2012
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
9. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
10. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
11. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
12. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
13. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
14. If you were employed by Pacifica in **2014**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
15. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
21. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
22. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
23. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
24. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
25. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
26. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
27. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
28. If you were employed by Pacifica in **2014**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
29. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
30. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date: 04/09/2016

Signature:

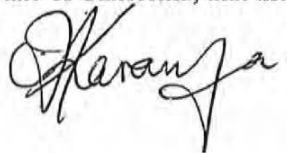


EXHIBIT 30

ENGLISH

1. Please state your full name: CYNTHIA LILIAN SOLOMON
2. Please provide your phone number: _____
3. Please state your position: R.N.
4. Please state your dates of employment: April 2013 to November 2013
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
9. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
10. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
11. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
12. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
13. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
14. If you were employed by Pacifica in **2014**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
15. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
21. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
22. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
23. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
24. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
25. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
26. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
27. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
28. If you were employed by Pacifica in **2014**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
29. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
30. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date:

Signature: *Boblome*

EXHIBIT 31

ENGLISH

1. Please state your full name: Erica Salgado
2. Please provide your phone number: _____
3. Please state your position: C.N.A. In B.H.U. - Dept
4. Please state your dates of employment: Oct 2013 - Feb 2014
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
9. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
10. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
11. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
12. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
13. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
14. If you were employed by Pacifica in **2014**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
15. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in 2010, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
21. If you were employed by Pacifica in 2011, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
22. If you were employed by Pacifica in 2011, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
23. If you were employed by Pacifica in 2012, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
24. If you were employed by Pacifica in 2012, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
25. If you were employed by Pacifica in 2013, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
26. If you were employed by Pacifica in 2013 did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
27. If you were employed by Pacifica in 2014, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
28. If you were employed by Pacifica in 2014, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
29. If you were employed by Pacifica in 2015, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
30. If you were employed by Pacifica in 2015, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
31. If you were employed by Pacifica in 2016, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in 2016, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date:

Signature:

EXHIBIT 32

ENGLISH

1. Please state your full name: Shaunna Marie Lofgren
2. Please provide your phone number: _____
3. Please state your position: LWN
4. Please state your dates of employment: 3/2005 - 5/2013
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
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12. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
13. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
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15. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
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31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date: 04/12/16

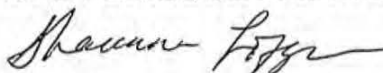
Signature: 

EXHIBIT 33

ENGLISH

1. Please state your full name: DIANA J. PIMENTEL
2. Please provide your phone number: _____
3. Please state your position: BUSINESS OFFICE LEAD / AR REPRESENTATIVE
4. Please state your dates of employment: 08.05.01 - 11.09.12 (THIS OCCURRED THROUGHOUT 2001 - 2012)
5. If you were employed by Pacifica in 2010, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in 2010, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in 2011, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in 2011, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
9. If you were employed by Pacifica in 2012, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
10. If you were employed by Pacifica in 2012, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
11. If you were employed by Pacifica in 2013, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
12. If you were employed by Pacifica in 2013 did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
13. If you were employed by Pacifica in 2014, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
14. If you were employed by Pacifica in 2014, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
15. If you were employed by Pacifica in 2015, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in 2015, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in 2016, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in 2016, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in 2010, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

PHOV TOOK MUCH ADVANTAGE OF EMPLOYEES. NO ONE EVER HELPED EVEN WHEN WE BEGGED THEY GAVE TOOK A RAISE AWAY.

20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
21. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
22. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
23. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
24. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
25. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
26. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
27. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
28. If you were employed by Pacifica in **2014**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
29. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
30. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date: 04/08/2016

Signature:



EXHIBIT 34

ENGLISH

1. Please state your full name: Pamela R. Goldman
2. Please provide your phone number: _____
3. Please state your position: RN now; LVN/LPN @ Pacifica
4. Please state your dates of employment: _____
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
9. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
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12. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
13. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
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15. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
21. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
22. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
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31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date:

4/10/16

Signature:

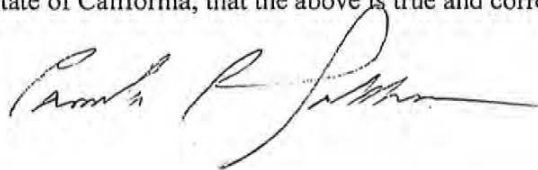


EXHIBIT 35

ENGLISH

1. Please state your full name: MONICA Valencia
2. Please provide your phone number: _____
3. Please state your position: OP Registration Clerk
4. Please state your dates of employment: 01/05/2010 - 10/24/2013
5. If you were employed by Pacifica in 2010, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in 2010, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
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15. If you were employed by Pacifica in 2015, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in 2015, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in 2016, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in 2016, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in 2010, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in 2010, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
21. If you were employed by Pacifica in 2011, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
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23. If you were employed by Pacifica in 2012, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
24. If you were employed by Pacifica in 2012, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
25. If you were employed by Pacifica in 2013, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
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27. If you were employed by Pacifica in 2014, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
28. If you were employed by Pacifica in 2014, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
29. If you were employed by Pacifica in 2015, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
30. If you were employed by Pacifica in 2015, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
31. If you were employed by Pacifica in 2016, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in 2016, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date:

Signature:

EXHIBIT 36

ESPAÑOL

1. Por favor escriba su nombre completo: Jorge VALDEZ
2. Por favor proporcione su número de teléfono: _____
3. Por favor escriba su posición: HOUSKIPING
4. Por favor indique las fechas de su empleo: MAYO 1995 - Febrero 2011
5. ¿Si usted fue empleado por Pacifica en 2010, Pacifica le informo a usted de que usted tiene el derecho a un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2010
6. ¿Si usted fue empleado por Pacifica en 2010, Pacifica le dio a usted la oportunidad de tomar un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2010
7. ¿Si usted fue empleado por Pacifica en 2011, Pacifica le informo a usted de que usted tiene el derecho a un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2011
8. ¿Si usted fue empleado por Pacifica en 2011, Pacifica le dio a usted la oportunidad de tomar un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2011
9. ¿Si usted fue empleado por Pacifica en 2012, Pacifica le informo a usted de que usted tiene el derecho a un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2012
10. ¿Si usted fue empleado por Pacifica en 2012, Pacifica le dio a usted la oportunidad de tomar un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2012
11. ¿Si usted fue empleado por Pacifica en 2013, Pacifica le informo a usted de que usted tiene el derecho a un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2013
12. ¿Si usted fue empleado por Pacifica en 2013, Pacifica le dio a usted la oportunidad de tomar un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2013
13. ¿Si usted fue empleado por Pacifica en 2014, Pacifica le informo a usted de que usted tiene el derecho a un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2014
14. ¿Si usted fue empleado por Pacifica en 2014, Pacifica le dio a usted la oportunidad de tomar un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2014
15. ¿Si usted fue empleado por Pacifica en 2015, Pacifica le informo a usted de que usted tiene el derecho a un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2015
16. ¿Si usted fue empleado por Pacifica en 2015, Pacifica le dio a usted la oportunidad de tomar un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2015
17. ¿Si usted fue empleado por Pacifica en 2016, Pacifica le informo a usted de que usted tiene el derecho a un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2016
18. ¿Si usted fue empleado por Pacifica en 2016, Pacifica le dio a usted la oportunidad de tomar un 2º descanso de comida si usted trabajo más de 10 horas en un día? Si No Yo no trabaje 2016
19. ¿Si usted fue empleado por Pacifica en 2010, Pacifica le informo a usted de que usted tiene el derecho a un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2010
20. ¿Si usted fue empleado por Pacifica en 2010, Pacifica le dio a usted la oportunidad de tomar un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2010

21. ¿Si usted fue empleado por Pacifica en **2011**, Pacifica le informo a usted de que usted tiene el derecho a un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2011
22. ¿Si usted fue empleado por Pacifica en **2011**, Pacifica le dio a usted la oportunidad de tomar un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2011
23. ¿Si usted fue empleado por Pacifica en **2012**, Pacifica le informo a usted de que usted tiene el derecho a un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2012
24. ¿Si usted fue empleado por Pacifica en **2012**, Pacifica le dio a usted la oportunidad de tomar un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2012
25. ¿Si usted fue empleado por Pacifica en **2013**, Pacifica le informo a usted de que usted tiene el derecho a un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2013
26. ¿Si usted fue empleado por Pacifica en **2013**, Pacifica le dio a usted la oportunidad de tomar un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2013
27. ¿Si usted fue empleado por Pacifica en **2014**, Pacifica le informo a usted de que usted tiene el derecho a un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2014
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31. ¿Si usted fue empleado por Pacifica en **2016**, Pacifica le informo a usted de que usted tiene el derecho a un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2016
32. ¿Si usted fue empleado por Pacifica en **2016**, Pacifica le dio a usted la oportunidad de tomar un 3er periodo de descanso si usted trabajo más de 10 horas en un día? Si No Yo no trabaje en 2016

Declaro, bajo pena de perjurio bajo las leyes del Estado de California, que lo de arriba es verdadero y correcto.

Fecha:

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DECLARATION OF FATIMA MARCHAN

I, Fatima Marchan, declare as follows:

1. I am over eighteen years old and I am a Legal Assistant employed by Lavi & Ebrahimian, LLP, and reside in the city of Los Angeles, California. I have personal knowledge of all the facts stated herein and if called as a witness, could and would competently testify therein.

2. I was born in Los Angeles, California, and I am fluent in English which was my first language.

3. I am also fluent in Spanish and I have obtained my interpreting certificate from Southern California School of Interpretation for interpretation of Spanish to English and English to Spanish.

4. I certify to the best of my abilities and belief that the following document is a true and correct English translation of the Spanish Questionnaire filled out by Jorge Valdez which immediately precedes my declaration.

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

Dated: September 20, 2016



Fatima Marchan

SPANISH

1. Please write your full name: Jorge Valdez
2. Please provide your phone number:
3. Please write your position: Houskipling
4. Please state your dates of employment: May 1995 –February 2011
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
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18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
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26. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
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30. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date:

Signature:

EXHIBIT 37

ENGLISH

1. Please state your full name: Leann Arjona
2. Please provide your phone number: _____
3. Please state your position: social worker
4. Please state your dates of employment: 2/2015 - present
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
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12. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
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15. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
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32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date: 5/1/16


Signature: 

EXHIBIT 38

ENGLISH

1. Please state your full name: Jovita Akala
2. Please provide your phone number: _____
3. Please state your position: LVN
4. Please state your dates of employment: 5/2014
5. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
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11. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
12. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
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15. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in **2010**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

- 20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
- 21. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
- 22. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
- 23. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
- 24. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
- 25. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
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- 31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
- 32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date: 5/13/14

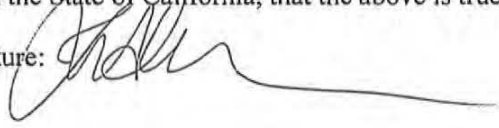
Signature: 

EXHIBIT 39

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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 JUDAS
HERNANDEZ SAUCEDO IN SUPPORT
OF PLAINTIFF'S MOTION FOR CLASS
CERTIFICATION**

I, Judas Hernandez Saucedo, 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.

DECLARATION
I

1 2. I have been employed by Pacifica from approximately March 2015 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 2nd meal breaks and 3rd 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 2nd 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 2nd 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 2nd 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 2nd 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 3rd 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 3rd 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 3rd 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 3rd rest break if we worked more than 10 hours in a day.

21 8. I was employed by Pacifica in 2016, and Pacifica did not inform me that I was
22 entitled to a 2nd meal break if I worked more than 10 hours in a day. In 2016, I did not observe
23 Pacifica informing hourly employees that hourly employees were entitled to a 2nd meal break if we
24 worked more than 10 hours in a day.

25 9. In 2016, Pacifica did not provide me with an opportunity to take a 2nd meal break if I
26 worked more than 10 hours in a day. In 2016, I did not observe Pacifica provide other hourly
27 employees with an opportunity to take a 2nd meal break if we worked more than 10 hours in a day.
28

DECLARATION

2

J.H


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10. In 2016, Pacifica did not inform me that I was entitled to a 3rd 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 3rd rest break if we worked more than 10 hours in a day.

11. In 2016, Pacifica did not provide me with an opportunity to take a 3rd 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 3rd 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 July-1-2016, at San Fernando, California.


Declarant

J.H

EXHIBIT 40

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Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 255729)
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8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
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Email: vgranberry@lclawfirm.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 HOSPITAL
OF THE VALLEY; and DOES 1 to 100,
Inclusive.

DEFENDANTS.

Case No.: BC559056

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

CLASS ACTION

**DECLARATION OF KYLE FRENCHER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION**

Date: TBD
Time: TBD
Dept.: 323

1 **DECLARATION OF KYLE FRENCHER**

2 I, Kyle Frencher, declare:

3 1. I am over the age of 18 and I am the named Plaintiff representing the employees in
4 this matter. I have personal knowledge of the matters stated herein and if called and sworn as a
5 witness, I would and could competently testify under oath thereto.

6 2. I understand that this declaration is submitted in support of Plaintiff's Motion for
7 Class Certification.

8 3. I understand that this is a lawsuit in which I am representing the interests of Pacifica
9 Hospital of the Valley's ("Pacifica") hourly employees working for Pacifica from approximately
10 September 2010 to the present. I understand that the lawsuit alleges Pacifica did not pay wages to
11 hourly employees for all the time that they worked each day due to improper calculation of worked
12 hours as well as automatically deducting 30 minutes a day from our daily worked hours for meal
13 periods; failing to provide us with full thirty minute meal periods, as well as failing to provide
14 second meal periods and third rest breaks when employees worked more than 10 hours.

15 4. I worked for Pacifica as a registered nurse from approximately September 2012 to
16 October 2013, which was an hourly paid position. I would often work shifts of more than twelve
17 hours in a workday approximately three days a week. When working for Pacifica, I would clock in
18 at the beginning of the day when I started working and clocked out at the end of the day when I
19 ended work. When working for Pacifica, I witnessed other nurses clocking in at the beginning of
20 the day and out at the end of the day when we began and ended work. When working for Pacifica, I
21 was informed that I was to receive only one thirty minute lunch break and two rest breaks each
22 workday. No one ever informed me that I was entitled to take a second 30 minute lunch break or a
23 third rest break when I worked more than ten hours. Pacifica never provided me with an
24 opportunity to take a second meal break or third rest break when I worked more than 10 hours. In
25 addition, the lunch breaks that I received were generally interrupted and I would have to go back to
26 work. For example, another nurse would come in and ask for me to go talk to a doctor to provide
27 information on a patient. Once the lunch was interrupted, it was over even if only ten minutes had
28 gone by, there was not an opportunity to go back to finish the lunch. I also witnessed other nurses

1 have their lunch interrupted. I noted on my pay stubs that my pay was inaccurate because Pacifica
2 would automatically deduct 30 minutes from our daily worked hours for lunch breaks even though
3 our lunches were generally shorter than 30 minutes due to being interrupted to return to work. I
4 believe that Pacifica's policies for clocking in and out, it's policies for not paying for all of our
5 work time, its policies for not providing second meal and third rest breaks when we worked over
6 ten hours, were similar or the same for all employees that got paid per hour (including all nurses)
7 and I. I do not believe the policies changed while I worked for Pacifica.

8 5. I understand that I have a duty to represent and protect the interest of Pacifica's
9 hourly employees and put their interest before my own. I have done so by looking for an attorney,
10 filing the lawsuit, participating in the lawsuit, having my deposition taken, by attending full day
11 mediation, by meeting with my attorneys by producing documents from my employment,
12 responding to any telephone calls from my attorneys, and making myself available to my attorneys
13 whenever they need me. I also understand that if this lawsuit proceeds to trial, I must come to court
14 and attend the trial. I will continue to participate in the lawsuit and protect the interests of the other
15 hourly employees.

16
17 I declare under penalty of perjury, under the laws of the State of California, that the foregoing
18 is true and correct.

19 Executed this 16th day of September 2016, at Valencia, California.

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Kyle Frencher

EXHIBIT 41

1 CHRISTOPHER WARD, CA Bar No. 238777
cward@foley.com
2 ARCHANA R. ACHARYA, CA Bar No. 272989
aacharya@foley.com
3 FOLEY & LARDNER LLP
555 SOUTH FLOWER STREET, SUITE 3500
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 FURTHER
) SUPPLEMENTAL AND AMENDED
) RESPONSE TO PLAINTIFF'S SPECIAL
) INTERROGATORIES, SET TWO

) 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.:** TWO (2)

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 amended supplemental responses to Plaintiff KYLE FRENCHER's
27 Special Interrogatories, Set Two.
28

FURTHER SUPPLEMENTAL AND AMENDED RESPONSE TO INTERROGATORIES, SET TWO
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 amended supplemental 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 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 amended supplemental 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 amended supplemental 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 amended supplemental 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 **FURTHER SUPPLEMENTAL AND AMENDED RESPONSES TO SPECIAL**
25 **INTERROGATORIES**

26 **SPECIAL INTERROGATORY NO.48:**

27 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
28 EMPLOYEES WORKED in 2012.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 990 shifts between 10.1 and 11 hours in 2012.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 Without waiving the foregoing general and specific objections, and after reviewing newly
22 discovered information, Defendant hereby supplements its previous response as follows: Based on the
23 information available and according to Defendant's records, its non-exempt employees worked 988
24 shifts between 10.1 and 11 hours in 2012.

25 **SPECIAL INTERROGATORY NO. 51:**

26 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
27 EMPLOYEES WORKED in 2015.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 462 shifts between 10.1 and 11 hours from January through May 2015.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 Without waiving the foregoing general and specific objections, and after reviewing newly
22 discovered information, Defendant hereby supplements its previous response as follows: Based on the
23 information available and according to Defendant's records, its non-exempt employees worked 1,125
24 shifts between 10.1 and 11 hours in 2015.

25 **SPECIAL INTERROGATORY NO. 53:**

26 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
27 EMPLOYEES WORKED in 2011.
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 38,102 shifts between 11.1 and 12 hours in 2011.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 **Without waiving the foregoing general and specific objections, and after reviewing newly**
22 **discovered information, Defendant hereby supplements its previous response as follows: Based on the**
23 **information available and according to Defendant's records, its non-exempt employees worked 38,051**
24 **shifts between 11.1 and 12 hours in 2011.**

25 **SPECIAL INTERROGATORY NO. 54:**

26 **Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt**
27 **EMPLOYEES WORKED in 2012.**

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 37,352 shifts between 11.1 and 12 hours in 2012.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 Without waiving the foregoing general and specific objections, and after reviewing newly
22 discovered information, Defendant hereby supplements its previous response as follows: Based on the
23 information available and according to Defendant's records, its non-exempt employees worked 37,283
24 shifts between 11.1 and 12 hours in 2012.

25 **SPECIAL INTERROGATORY NO. 57:**

26 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
27 EMPLOYEES WORKED in 2015.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 57:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 57:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 13,289 shifts between 11.1 and 12 hours from January through May 2015.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 57:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 Without waiving the foregoing general and specific objections, and after reviewing newly
22 discovered information, Defendant hereby supplements its previous response as follows: Based on the
23 information available and according to Defendant's records, its non-exempt employees worked 34,936
24 shifts between 11.1 and 12 hours in 2015.

25 **SPECIAL INTERROGATORY NO. 59:**

26 Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES
27 WORKED in 2011.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 59:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 59:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 903 shifts over 12 hours in 2011.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 59:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 Without waiving the foregoing general and specific objections, and after reviewing newly
22 discovered information, Defendant hereby supplements its previous response as follows: Based on the
23 information available and according to Defendant's records, its non-exempt employees worked 901
24 shifts over 12 hours in 2011.

25 **SPECIAL INTERROGATORY NO. 60:**

26 Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES
27 WORKED in 2012.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 1,890 shifts over 12 hours in 2012.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 **Without waiving the foregoing general and specific objections, and after reviewing newly**
22 **discovered information, Defendant hereby supplements its previous response as follows: Based on the**
23 **information available and according to Defendant's records, its non-exempt employees worked 1,883**
24 **shifts over 12 hours in 2012.**

25 **SPECIAL INTERROGATORY NO. 63:**

26 **Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES**
27 **WORKED in 2015.**

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 63:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 63:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 1,748 shifts over 12 hours from January through May 2015.

18 **FURTHER SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 63:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this request on the basis that it is compound.

21 **Without waiving the foregoing general and specific objections, and after reviewing newly**
22 **discovered information, Defendant hereby supplements its previous response as follows: Based on the**
23 **information available and according to Defendant's records, its non-exempt employees worked 4,558**
24 **shifts over 12 hours in 2015.**

25
26 **AMENDED RESPONSE TO SPECIAL INTERROGATORIES**

27 **SPECIAL INTERROGATORY NO. 82:**

28 **Please identify each and every date in 2010 that YOU and YOUR hourly non-exempt**

1 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 82:**

3 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
4 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
5 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
6 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
7 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
8 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
9 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
10 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
11 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
12 objects to this interrogatory on the basis that it is oppressive and burdensome.

13 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 82:**

14 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
15 objects to this interrogatory on the basis that it calls for speculation.

16 Without waiving the foregoing general and specific objections, and subject to them, Defendant
17 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
18 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
19 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
20 interrogatory.

21 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 82:**

22 Employees are permitted to verbally waive meal breaks provided to them at their option, and
23 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
24 accordingly has no reliable manner to determine the number of times, let alone the dates when,
25 employees have waived a meal period. Additionally, employees also have the option to sign a meal
26 period waiver at the time of their hire. In lieu of further written response, true and correct copies of
27 putative class members' meal period waivers have been produced. Waivers signed by putative class
28 members who have opted out through the *Belaire-West* process were produced in redacted format in

1 order to protect the privacy rights of such individuals.

2 **SPECIAL INTERROGATORY NO. 83:**

3 Please identify each and every date in 2011 that YOU and YOUR hourly non-exempt
4 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 83:**

6 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
7 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
8 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
9 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
10 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
11 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
12 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
13 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
14 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
15 objects to this interrogatory on the basis that it is oppressive and burdensome.

16 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 83:**

17 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
18 objects to this interrogatory on the basis that it calls for speculation.

19 Without waiving the foregoing general and specific objections, and subject to them, Defendant
20 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
21 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
22 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
23 interrogatory.

24 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 83:**

25 Employees are permitted to verbally waive meal breaks provided to them at their option, and
26 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
27 accordingly has no reliable manner to determine the number of times, let alone the dates when,
28 employees have waived a meal period. Additionally, employees also have the option to sign a meal

1 period waiver at the time of their hire. In lieu of further written response, true and correct copies of
2 putative class members' meal period waivers have been produced. Waivers signed by putative class
3 members who have opted out through the *Belaire-West* process were produced in redacted format in
4 order to protect the privacy rights of such individuals.

5 **SPECIAL INTERROGATORY NO. 84:**

6 Please identify each and every date in 2012 that YOU and YOUR hourly non-exempt
7 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 84:**

9 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
10 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
11 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
12 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
13 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
14 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
15 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
16 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
17 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
18 objects to this interrogatory on the basis that it is oppressive and burdensome.

19 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 84:**

20 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
21 objects to this interrogatory on the basis that it calls for speculation.

22 Without waiving the foregoing general and specific objections, and subject to them, Defendant
23 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
24 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
25 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
26 interrogatory.

27 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 84:**

28 Employees are permitted to verbally waive meal breaks provided to them at their option, and

1 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
2 accordingly has no reliable manner to determine the number of times, let alone the dates when,
3 employees have waived a meal period. Additionally, employees also have the option to sign a meal
4 period waiver at the time of their hire. In lieu of further written response, true and correct copies of
5 putative class members' meal period waivers have been produced. Waivers signed by putative class
6 members who have opted out through the *Belaire-West* process were produced in redacted format in
7 order to protect the privacy rights of such individuals.

8 **SPECIAL INTERROGATORY NO. 85:**

9 Please identify each and every date in 2013 that YOU and YOUR hourly non-exempt
10 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 85:**

12 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
13 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
14 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
15 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
16 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
17 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
18 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
19 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
20 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
21 objects to this interrogatory on the basis that it is oppressive and burdensome.

22 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 85:**

23 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
24 objects to this interrogatory on the basis that it calls for speculation.

25 Without waiving the foregoing general and specific objections, and subject to them, Defendant
26 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
27 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
28 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this

1 interrogatory.

2 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 85:**

3 Employees are permitted to verbally waive meal breaks provided to them at their option, and
4 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
5 accordingly has no reliable manner to determine the number of times, let alone the dates when,
6 employees have waived a meal period. Additionally, employees also have the option to sign a meal
7 period waiver at the time of their hire. In lieu of further written response, true and correct copies of
8 putative class members' meal period waivers have been produced. Waivers signed by putative class
9 members who have opted out through the *Belaire-West* process were produced in redacted format in
10 order to protect the privacy rights of such individuals.

11 **SPECIAL INTERROGATORY NO. 86:**

12 Please identify each and every date in 2014 that YOU and YOUR hourly non-exempt
13 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 86:**

15 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
16 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
17 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
18 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
19 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
20 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
21 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
22 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
23 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
24 objects to this interrogatory on the basis that it is oppressive and burdensome.

25 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 86:**

26 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
27 objects to this interrogatory on the basis that it calls for speculation.

28 Without waiving the foregoing general and specific objections, and subject to them, Defendant

1 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
2 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
3 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
4 interrogatory.

5 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 86:**

6 Employees are permitted to verbally waive meal breaks provided to them at their option, and
7 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
8 accordingly has no reliable manner to determine the number of times, let alone the dates when,
9 employees have waived a meal period. Additionally, employees also have the option to sign a meal
10 period waiver at the time of their hire. In lieu of further written response, true and correct copies of
11 putative class members' meal period waivers have been produced. Waivers signed by putative class
12 members who have opted out through the *Belaire-West* process were produced in redacted format in
13 order to protect the privacy rights of such individuals.

14 **SPECIAL INTERROGATORY NO. 87:**

15 Please identify each and every date in 2015 that YOU and YOUR hourly non-exempt
16 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 87:**

18 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
19 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
20 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
21 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
22 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
23 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
24 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
25 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
26 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
27 objects to this interrogatory on the basis that it is oppressive and burdensome.

28

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 87:**

2 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
3 objects to this interrogatory on the basis that it calls for speculation.

4 Without waiving the foregoing general and specific objections, and subject to them, Defendant
5 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
6 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
7 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
8 interrogatory.

9 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 87:**

10 Employees are permitted to verbally waive meal breaks provided to them at their option, and
11 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
12 accordingly has no reliable manner to determine the number of times, let alone the dates when,
13 employees have waived a meal period. Additionally, employees also have the option to sign a meal
14 period waiver at the time of their hire. In lieu of further written response, true and correct copies of
15 putative class members' meal period waivers have been produced. Waivers signed by putative class
16 members who have opted out through the *Belaire-West* process were produced in redacted format in
17 order to protect the privacy rights of such individuals.

18 **SPECIAL INTERROGATORY NO. 88:**

19 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
20 2010. ("IDENTIFY" as used herein with respect to an individual shall mean to state the individual's
21 name, last-known address, last-known telephone number, last-known cellular phone number,
22 last-known e-mail address, job title, and dates of employment with DEFENDANT.)

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 88:**

24 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
25 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
26 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
27 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
28 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this

1 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
2 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
3 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.

4 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
5 objects to this interrogatory on the basis that it is oppressive and burdensome.

6 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 88:**

7 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
8 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
9 interrogatory on the basis that it invades the right to privacy.

10 Without waiving the foregoing general and specific objections, and subject to them, Defendant
11 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
12 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
13 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
14 interrogatory. Additionally, any information within Defendant's possession, custody or control
15 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
16 of having their information disclosed.

17 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 88:**

18 Employees are permitted to verbally waive meal breaks provided to them at their option, and
19 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
20 accordingly has no reliable manner to determine the number of times employees have waived a meal
21 period, let alone all the employees who have done so. Additionally, employees also have the option to
22 sign a meal period waiver at the time of their hire. In lieu of further written response, true and correct
23 copies of putative class members' meal period waivers have been produced. Waivers signed by putative
24 class members who have opted out through the *Belaire-West* process were produced in redacted format
25 in order to protect the privacy rights of such individuals.

26 **SPECIAL INTERROGATORY NO. 89:**

27 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
28 2011.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 89:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 89:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
15 interrogatory on the basis that it invades the right to privacy.

16 Without waiving the foregoing general and specific objections, and subject to them, Defendant
17 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
18 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
19 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
20 interrogatory. Additionally, any information within Defendant's possession, custody or control
21 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
22 of having their information disclosed.

23 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 89:**

24 Employees are permitted to verbally waive meal breaks provided to them at their option, and
25 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
26 accordingly has no reliable manner to determine the number of times employees have waived a meal
27 period, let alone all the employees who have done so. Additionally, employees also have the option to
28 sign a meal period waiver at the time of their hire. In lieu of further written response, true and correct

1 copies of putative class members' meal period waivers have been produced. Waivers signed by putative
2 class members who have opted out through the *Belaire-West* process were produced in redacted format
3 in order to protect the privacy rights of such individuals.

4 **SPECIAL INTERROGATORY NO. 90:**

5 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
6 2012.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 90:**

8 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
9 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
10 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
11 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
12 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
13 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
14 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
15 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
16 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
17 objects to this interrogatory on the basis that it is oppressive and burdensome.

18 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 90:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
21 interrogatory on the basis that it invades the right to privacy.

22 Without waiving the foregoing general and specific objections, and subject to them, Defendant
23 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
24 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
25 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
26 interrogatory. Additionally, any information within Defendant's possession, custody or control
27 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
28 of having their information disclosed.

1 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 90:**

2 Employees are permitted to verbally waive meal breaks provided to them at their option, and
3 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
4 accordingly has no reliable manner to determine the number of times employees have waived a meal
5 period, let alone all the employees who have done so. Additionally, employees also have the option to
6 sign a meal period waiver at the time of their hire. In lieu of further written response, true and correct
7 copies of putative class members' meal period waivers have been produced. Waivers signed by putative
8 class members who have opted out through the *Belaire-West* process were produced in redacted format
9 in order to protect the privacy rights of such individuals.

10 **SPECIAL INTERROGATORY NO. 91:**

11 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
12 2013.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 91:**

14 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
15 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
16 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
17 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
18 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
19 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
20 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
21 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
22 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
23 objects to this interrogatory on the basis that it is oppressive and burdensome.

24 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 91:**

25 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
26 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
27 interrogatory on the basis that it invades the right to privacy.

28 Without waiving the foregoing general and specific objections, and subject to them, Defendant

1 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
2 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
3 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
4 interrogatory. Additionally, any information within Defendant's possession, custody or control
5 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
6 of having their information disclosed.

7 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 91:**

8 Employees are permitted to verbally waive meal breaks provided to them at their option, and
9 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
10 accordingly has no reliable manner to determine the number of times employees have waived a meal
11 period, let alone all the employees who have done so. Additionally, employees also have the option to
12 sign a meal period waiver at the time of their hire. In lieu of further written response, true and correct
13 copies of putative class members' meal period waivers have been produced. Waivers signed by putative
14 class members who have opted out through the *Belaire-West* process were produced in redacted format
15 in order to protect the privacy rights of such individuals.

16 **SPECIAL INTERROGATORY NO. 92:**

17 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
18 2014.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 92:**

20 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
21 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
22 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
23 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
24 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
25 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
26 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
27 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
28 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant

1 objects to this interrogatory on the basis that it is oppressive and burdensome.

2 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 92:**

3 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
4 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
5 interrogatory on the basis that it invades the right to privacy.

6 Without waiving the foregoing general and specific objections, and subject to them, Defendant
7 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
8 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
9 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
10 interrogatory. Additionally, any information within Defendant's possession, custody or control
11 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
12 of having their information disclosed.

13 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 92:**

14 Employees are permitted to verbally waive meal breaks provided to them at their option, and
15 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
16 accordingly has no reliable manner to determine the number of times employees have waived a meal
17 period, let alone all the employees who have done so. Additionally, employees also have the option to
18 sign a meal period waiver at the time of their hire. In lieu of further written response, true and correct
19 copies of putative class members' meal period waivers have been produced. Waivers signed by putative
20 class members who have opted out through the *Belaire-West* process were produced in redacted format
21 in order to protect the privacy rights of such individuals.

22 **SPECIAL INTERROGATORY NO. 93:**

23 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
24 2015.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 93:**

26 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
27 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
28 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to

1 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
2 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
3 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
4 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
5 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
6 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
7 objects to this interrogatory on the basis that it is oppressive and burdensome.

8 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 93:**

9 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
10 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
11 interrogatory on the basis that it invades the right to privacy.

12 Without waiving the foregoing general and specific objections, and subject to them, Defendant
13 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
14 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
15 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
16 interrogatory. Additionally, any information within Defendant's possession, custody or control
17 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
18 of having their information disclosed.


19 **AMENDED SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 93:**

20 Employees are permitted to verbally waive meal breaks provided to them at their option, and
21 Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant
22 accordingly has no reliable manner to determine the number of times employees have waived a meal
23 period, let alone all the employees who have done so. Additionally, employees also have the option to
24 sign a meal period waiver at the time of their hire. In lieu of further written response, true and correct
25 copies of putative class members' meal period waivers have been produced. Waivers signed by putative
26 class members who have opted out through the *Belair-West* process were produced in redacted format
27 in order to protect the privacy rights of such individuals.

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1 DATE: MAY 25, 2016
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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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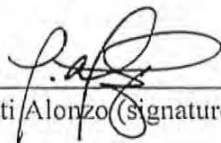
V E R I F I C A T I O N

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 FURTHER SUPPLEMENTAL AND AMENDED RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, SET TWO; 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 May 24, 2016, 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.



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 May 26, 2016, I served the foregoing document(s) described as: **PACIFICA OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S FURTHER SUPPLEMENTAL AND AMENDED RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, SET TWO** 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 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

 X Executed on May 26, 2016, 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.

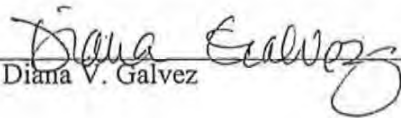

Diana V. Galvez

EXHIBIT 42

PACIFICA HOSPITAL OF THE VALLEY
12 HOURS SHIFT LUNCH WAIVER FORM

[Redacted]

Employee Name

NEURO

Department

I understand that I am entitled to two meal periods, where in which by signing below, I voluntarily waive my right to one of my meal period. I may revoke this waiver at any time by providing my supervisor at least one day's written notice. And that I will be compensated for all working time, including any on-the-job meal period, while such this waiver is in effect.

[Redacted]

Employee signature & Date

Patty Guebara 4/16/08
Supervisor - Date

Plaintiff's Exhibit 7
6-14-16
Patty Guebara
Nancy Kramer, GSR #8756

1 of 1

Pacifica_003015

EXHIBIT 43

**PACIFICA HOSPITAL OF THE VALLEY
12 HOURS SHIFT LUNCH WAIVER FORM**

[Redacted]

Employee Name

317

Department

This is to certify that I regularly work a shift in excess of eight hours and wish to waive one of the two meal periods I would otherwise be entitled to receive under the California law. In accordance with the requirements of state law, I hereby voluntarily agree to waive one meal period each day. I understand that, as a result of this waiver, I will receive only one meal period during each day of work and will be paid for all working time, but not for the one duty-free meal period I receive. I also understand that I or the Hospital may revoke this "Meal Period Waiver" at any time by providing at least one days advance notice in writing of the decision to do so. This waiver will remain in effect until I exercise, or the Hospital exercises, the option to revoke it. I acknowledge that I have read this waiver, understand it, and voluntarily agree to its provisions.

[Redacted]

Employee signature

Date

4-1-13

Plaintiff's Exhibit B
6-14-16
Patty Guebara
Nancy Kramer, CSR #8756

1 of 1

EXHIBIT 44

1 CHRISTOPHER WARD, CA Bar No. 238777
eward@foley.com
2 ARCHANA R. ACHARYA, CA Bar No. 272989
aacharya@foley.com
3 FOLEY & LARDNER LLP
555 SOUTH FLOWER STREET, SUITE 3500
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) CASE No: BC559056
OTHERS SIMILARLY SITUATED.)
12) PACIFICA OF THE VALLEY
PLAINTIFF,) CORPORATION DBA PACIFICA HOSPITAL
13) OF THE VALLEY'S SUPPLEMENTAL
v.) RESPONSE TO PLAINTIFF'S SPECIAL
14) INTERROGATORIES, SET TWO
PACIFICA OF THE VALLEY CORPORATION)
15 DBA PACIFICA HOSPITAL OF THE VALLEY;)
AND DOES 1 TO 100, INCLUSIVE) CLASS ACTION
16)
DEFENDANT.) CASE FILED: SEPTEMBER 29, 2014
17)

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.:** TWO (2)

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 supplemental responses to Plaintiff KYLE FRENCHER's Special
27 Interrogatories, Set Two.

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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 supplemental 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 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 supplemental 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 supplemental 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 supplemental 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. 46:**

26 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
27 EMPLOYEES WORKED in 2010. ("DEFENDANT", "YOU", and "YOUR" as used herein shall
28 mean PACIFICA OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE

1 VALLEY; "EMPLOYEE" or "EMPLOYEES" as used herein shall mean any person DEFENDANT
2 engaged, suffered or permitted to work (or over whom DEFENDANT exercised control of that
3 person's wages, hours, or working conditions as defined in the applicable wage order promulgated by
4 the Industrial Welfare Commission) in the State of California; "WORKED" as used herein shall mean
5 the time during which any person, as defined by California Labor Code section 18, was subject to
6 YOUR control and YOU engaged, suffered or permitted that person to work, whether or not YOU
7 required the person to do so.)

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

9 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
10 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
11 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
12 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
13 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
14 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
15 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
16 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
17 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
18 objects to this interrogatory on the basis that it is oppressive and burdensome.

19 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

20 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
21 objects to this request on the basis that it is compound.

22 Without waiving the foregoing general and specific objections, and subject to them, Defendant
23 responds as follows: Based on the information available and according to Defendant's records, its non-
24 exempt employees worked 243 shifts between 10.1 and 11 hours from September through December
25 2010.

26 **SPECIAL INTERROGATORY NO. 47:**

27 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
28 EMPLOYEES WORKED in 2011.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Based on the information available and according to Defendant's records, its non-
17 exempt employees worked 1,027 shifts between 10.1 and 11 hours in 2011.

18 **SPECIAL INTERROGATORY NO. 48:**

19 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
20 EMPLOYEES WORKED in 2012.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

22 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
23 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
24 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
25 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
26 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
27 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
28 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise

1 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
2 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
3 objects to this interrogatory on the basis that it is oppressive and burdensome.

4 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

5 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
6 objects to this request on the basis that it is compound.

7 Without waiving the foregoing general and specific objections, and subject to them, Defendant
8 responds as follows: Based on the information available and according to Defendant's records, its non-
9 exempt employees worked 990 shifts between 10.1 and 11 hours in 2012.

10 **SPECIAL INTERROGATORY NO. 49:**

11 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
12 EMPLOYEES WORKED in 2013.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

14 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
15 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
16 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
17 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
18 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
19 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
20 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
21 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
22 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
23 objects to this interrogatory on the basis that it is oppressive and burdensome.

24 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 469:**

25 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
26 objects to this request on the basis that it is compound.

27 Without waiving the foregoing general and specific objections, and subject to them, Defendant
28 responds as follows: Based on the information available and according to Defendant's records, its non-

1 exempt employees worked 1,090 shifts between 10.1 and 11 hours in 2013.

2 **SPECIAL INTERROGATORY NO. 50:**

3 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
4 EMPLOYEES WORKED in 2014.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

6 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
7 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
8 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
9 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
10 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
11 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
12 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
13 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
14 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
15 objects to this interrogatory on the basis that it is oppressive and burdensome.

16 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 50:**

17 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
18 objects to this request on the basis that it is compound.

19 Without waiving the foregoing general and specific objections, and subject to them, Defendant
20 responds as follows: Based on the information available and according to Defendant's records, its non-
21 exempt employees worked 1,265 shifts between 10.1 and 11 hours in 2014.

22 **SPECIAL INTERROGATORY NO. 51:**

23 Please identify the number of shifts between 10.1 and 11 hours YOUR hourly non-exempt
24 EMPLOYEES WORKED in 2015.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

26 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
27 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
28 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to

1 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
2 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
3 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
4 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
5 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
6 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
7 objects to this interrogatory on the basis that it is oppressive and burdensome.

8 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

9 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
10 objects to this request on the basis that it is compound.

11 Without waiving the foregoing general and specific objections, and subject to them, Defendant
12 responds as follows: Based on the information available and according to Defendant's records, its non-
13 exempt employees worked 462 shifts between 10.1 and 11 hours from January through May 2015.

14 **SPECIAL INTERROGATORY NO. 52:**

15 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
16 EMPLOYEES WORKED in 2010.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 49:**

18 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
19 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
20 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
21 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
22 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
23 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
24 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
25 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
26 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
27 objects to this interrogatory on the basis that it is oppressive and burdensome.

28

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 52:**

2 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
3 objects to this request on the basis that it is compound.

4 Without waiving the foregoing general and specific objections, and subject to them, Defendant
5 responds as follows: Based on the information available and according to Defendant's records, its non-
6 exempt employees worked 9,832 shifts between 11.1 and 12 hours from September through December
7 2010.

8 **SPECIAL INTERROGATORY NO. 53:**

9 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
10 EMPLOYEES WORKED in 2011.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 50:**

12 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
13 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
14 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
15 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
16 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
17 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
18 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
19 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
20 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
21 objects to this interrogatory on the basis that it is oppressive and burdensome.

22 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

23 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
24 objects to this request on the basis that it is compound.

25 Without waiving the foregoing general and specific objections, and subject to them, Defendant
26 responds as follows: Based on the information available and according to Defendant's records, its non-
27 exempt employees worked 38,102 shifts between 11.1 and 12 hours in 2011.

28

1 **SPECIAL INTERROGATORY NO. 54:**

2 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
3 EMPLOYEES WORKED in 2012.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

5 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
6 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
7 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
8 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
9 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
10 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
11 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
12 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
13 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
14 objects to this interrogatory on the basis that it is oppressive and burdensome.

15 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

16 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
17 objects to this request on the basis that it is compound.

18 Without waiving the foregoing general and specific objections, and subject to them, Defendant
19 responds as follows: Based on the information available and according to Defendant's records, its non-
20 exempt employees worked 37,352 shifts between 11.1 and 12 hours in 2012.

21 **SPECIAL INTERROGATORY NO. 55:**

22 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
23 EMPLOYEES WORKED in 2013.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 52:**

25 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
26 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
27 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
28 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis

1 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
2 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
3 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
4 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
5 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
6 objects to this interrogatory on the basis that it is oppressive and burdensome.

7 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 55:**

8 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
9 objects to this request on the basis that it is compound.

10 Without waiving the foregoing general and specific objections, and subject to them, Defendant
11 responds as follows: Based on the information available and according to Defendant's records, its non-
12 exempt employees worked 38,000 shifts between 11.1 and 12 hours in 2013.

13 **SPECIAL INTERROGATORY NO. 56:**

14 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
15 EMPLOYEES WORKED in 2014.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

17 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
18 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
19 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
20 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
21 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
22 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
23 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
24 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
25 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
26 objects to this interrogatory on the basis that it is oppressive and burdensome.

27 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 56:**

28 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also

1 objects to this request on the basis that it is compound.

2 Without waiving the foregoing general and specific objections, and subject to them, Defendant
3 responds as follows: Based on the information available and according to Defendant's records, its non-
4 exempt employees worked 38,982 shifts between 11.1 and 12 hours in 2014.

5 **SPECIAL INTERROGATORY NO. 57:**

6 Please identify the number of shifts between 11.1 and 12 hours YOUR hourly non-exempt
7 EMPLOYEES WORKED in 2015.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

9 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
10 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
11 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
12 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
13 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
14 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
15 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
16 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
17 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
18 objects to this interrogatory on the basis that it is oppressive and burdensome.

19 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 57:**

20 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
21 objects to this request on the basis that it is compound.

22 Without waiving the foregoing general and specific objections, and subject to them, Defendant
23 responds as follows: Based on the information available and according to Defendant's records, its non-
24 exempt employees worked 13,289 shifts between 11.1 and 12 hours from January through May 2015.

25 **SPECIAL INTERROGATORY NO. 58:**

26 Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES
27 WORKED in 2010.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 55:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 58:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 **Without waiving the foregoing general and specific objections, and subject to them, Defendant**
16 **responds as follows: Based on the information available and according to Defendant's records, its non-**
17 **exempt employees worked 327 shifts over 12 hours from September through December 2010.**

18 **SPECIAL INTERROGATORY NO. 59:**

19 **Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES**
20 **WORKED in 2011.**

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 56:**

22 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
23 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
24 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
25 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
26 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
27 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
28 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise

1 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.

2 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
3 objects to this interrogatory on the basis that it is oppressive and burdensome.

4 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 59:**

5 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
6 objects to this request on the basis that it is compound.

7 Without waiving the foregoing general and specific objections, and subject to them, Defendant
8 responds as follows: Based on the information available and according to Defendant's records, its non-
9 exempt employees worked 903 shifts over 12 hours in 2011.

10 **SPECIAL INTERROGATORY NO. 60:**

11 Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES
12 WORKED in 2012.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 57:**

14 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
15 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
16 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
17 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
18 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
19 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
20 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
21 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
22 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
23 objects to this interrogatory on the basis that it is oppressive and burdensome.

24 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

25 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
26 objects to this request on the basis that it is compound.

27 Without waiving the foregoing general and specific objections, and subject to them, Defendant
28 responds as follows: Based on the information available and according to Defendant's records, its non-

1 exempt employees worked 1,890 shifts over 12 hours in 2012.

2 **SPECIAL INTERROGATORY NO. 61:**

3 Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES
4 WORKED in 2013.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 58:**

6 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
7 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
8 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
9 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
10 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
11 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
12 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
13 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
14 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
15 objects to this interrogatory on the basis that it is oppressive and burdensome.

16 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 61:**

17 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
18 objects to this request on the basis that it is compound.

19 Without waiving the foregoing general and specific objections, and subject to them, Defendant
20 responds as follows: Based on the information available and according to Defendant's records, its non-
21 exempt employees worked 3,575 shifts over 12 hours in 2013.

22 **SPECIAL INTERROGATORY NO. 62:**

23 Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES
24 WORKED in 2014.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 59:**

26 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
27 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
28 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to

1 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
2 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
3 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
4 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
5 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
6 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
7 objects to this interrogatory on the basis that it is oppressive and burdensome.

8 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 62:**

9 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
10 objects to this request on the basis that it is compound.

11 Without waiving the foregoing general and specific objections, and subject to them, Defendant
12 responds as follows: Based on the information available and according to Defendant's records, its non-
13 exempt employees worked 4,194 shifts over 12 hours in 2014.

14 **SPECIAL INTERROGATORY NO. 63:**

15 Please identify the number of shifts over 12 hours YOUR hourly non-exempt EMPLOYEES
16 WORKED in 2015.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

18 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
19 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
20 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
21 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
22 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
23 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
24 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
25 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
26 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
27 objects to this interrogatory on the basis that it is oppressive and burdensome.

28

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 63:**

2 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
3 objects to this request on the basis that it is compound.

4 Without waiving the foregoing general and specific objections, and subject to them, Defendant
5 responds as follows: Based on the information available and according to Defendant's records, its non-
6 exempt employees worked 1,748 shifts over 12 hours from January through May 2015.

7 **SPECIAL INTERROGATORY NO. 64:**

8 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
9 YOUR hourly non-exempt EMPLOYEES for missed first MEAL PERIODS in 2010. ("MEAL
10 PERIOD" or "MEAL PERIODS" as used herein means a period of not less than 30 uninterrupted
11 duty-free minutes for each five hours WORKED for workdays in which the EMPLOYEE WORKED:
12 more than six hours, to be taken prior to the start of the sixth hour of work, or, if a second MEAL
13 PERIOD, prior to the eleventh hour of work.)

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 61:**

15 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
16 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
17 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
18 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
19 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
20 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
21 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
22 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
23 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
24 objects to this interrogatory on the basis that it is oppressive and burdensome.

25 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 6446:**

26 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
27 objects to this request on the basis that it is compound.

28 Without waiving the foregoing general and specific objections, and subject to them, Defendant

1 responds as follows: According to Defendant's records, meal period premiums were paid to employees
2 on 70 occasions in 2010.

3 **SPECIAL INTERROGATORY NO. 65:**

4 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
5 YOUR hourly non-exempt EMPLOYEES for missed first MEAL PERIODS in 2011.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

7 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
8 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
9 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
10 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
11 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
12 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
13 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
14 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
15 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
16 objects to this interrogatory on the basis that it is oppressive and burdensome.

17 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 6546:**

18 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
19 objects to this request on the basis that it is compound.

20 Without waiving the foregoing general and specific objections, and subject to them, Defendant
21 responds as follows: According to Defendant's records, meal period premiums were paid to employees
22 on 87 occasions in 2011.

23 **SPECIAL INTERROGATORY NO. 66:**

24 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
25 YOUR hourly non-exempt EMPLOYEES for missed first MEAL PERIODS in 2012.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

27 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
28 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also

1 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
2 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
3 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
4 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
5 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
6 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
7 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
8 objects to this interrogatory on the basis that it is oppressive and burdensome.

9 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 6646:**

10 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
11 objects to this request on the basis that it is compound.

12 Without waiving the foregoing general and specific objections, and subject to them, Defendant
13 responds as follows: According to Defendant's records, meal period premiums were paid to employees
14 on 75 occasions in 2012.

15 **SPECIAL INTERROGATORY NO. 67:**

16 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
17 YOUR hourly non-exempt EMPLOYEES for missed first MEAL PERIODS in 2013.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

19 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
20 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
21 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
22 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
23 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
24 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
25 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
26 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
27 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
28 objects to this interrogatory on the basis that it is oppressive and burdensome.

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 6746:**

2 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
3 objects to this request on the basis that it is compound.

4 Without waiving the foregoing general and specific objections, and subject to them, Defendant
5 responds as follows: According to Defendant's records, meal period premiums were paid to employees
6 on 56 occasions in 2013.

7 **SPECIAL INTERROGATORY NO. 68:**

8 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
9 YOUR hourly non-exempt EMPLOYEES for missed first MEAL PERIODS in 2014.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

11 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
12 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
13 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
14 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
15 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
16 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
17 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
18 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
19 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
20 objects to this interrogatory on the basis that it is oppressive and burdensome.

21 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 6846:**

22 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
23 objects to this request on the basis that it is compound.

24 Without waiving the foregoing general and specific objections, and subject to them, Defendant
25 responds as follows: According to Defendant's records, meal period premiums were paid to employees
26 on 89 occasions in 2014.

27 **SPECIAL INTERROGATORY NO. 69:**

28 Please identify the number of occasions that MEAL PERIOD premium wages were paid to

1 YOUR hourly non-exempt EMPLOYEES for missed first MEAL PERIODS in 2015.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

3 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
4 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
5 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
6 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
7 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
8 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
9 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
10 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
11 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
12 objects to this interrogatory on the basis that it is oppressive and burdensome.

13 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 6946:**

14 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
15 objects to this request on the basis that it is compound.

16 Without waiving the foregoing general and specific objections, and subject to them, Defendant
17 responds as follows: According to Defendant's records, meal period premiums were paid to employees
18 on 70 occasions in 2015.

19 **SPECIAL INTERROGATORY NO. 70:**

20 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
21 YOUR hourly non-exempt EMPLOYEES for missed second MEAL PERIODS in 2010.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

23 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
24 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
25 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
26 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
27 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
28 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-

1 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
2 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
3 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
4 objects to this interrogatory on the basis that it is oppressive and burdensome.

5 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7046:**

6 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
7 objects to this request on the basis that it is compound.

8 Without waiving the foregoing general and specific objections, and subject to them, Defendant
9 responds as follows: Defendant has not paid meal period premiums because Defendant's employees are
10 provided the opportunity to take second meal periods as required by California law and in compliance
11 with the applicable collective bargaining agreements.

12 **SPECIAL INTERROGATORY NO. 71:**

13 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
14 YOUR hourly non-exempt EMPLOYEES for missed second MEAL PERIODS in 2011.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

16 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
17 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
18 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
19 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
20 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
21 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
22 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
23 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
24 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
25 objects to this interrogatory on the basis that it is oppressive and burdensome.

26 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7146:**

27 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
28 objects to this request on the basis that it is compound.

1 Without waiving the foregoing general and specific objections, and subject to them, Defendant
2 responds as follows: Defendant has not paid meal period premiums because Defendant's employees are
3 provided the opportunity to take second meal periods as required by California law and in compliance
4 with the applicable collective bargaining agreements.

5 **SPECIAL INTERROGATORY NO. 72:**

6 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
7 YOUR hourly non-exempt EMPLOYEES for missed second MEAL PERIODS in 2012.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

9 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
10 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
11 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
12 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
13 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
14 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
15 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
16 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
17 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
18 objects to this interrogatory on the basis that it is oppressive and burdensome.

19 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7246:**

20 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
21 objects to this request on the basis that it is compound.

22 Without waiving the foregoing general and specific objections, and subject to them, Defendant
23 responds as follows: Defendant has not paid meal period premiums because Defendant's employees are
24 provided the opportunity to take second meal periods as required by California law and in compliance
25 with the applicable collective bargaining agreements.

26 **SPECIAL INTERROGATORY NO. 73:**

27 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
28 YOUR hourly non-exempt EMPLOYEES for missed second MEAL PERIODS in 2013.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7346:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this request on the basis that it is compound.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Defendant has not paid meal period premiums because Defendant's employees are
17 provided the opportunity to take second meal periods as required by California law and in compliance
18 with the applicable collective bargaining agreements.

19 **SPECIAL INTERROGATORY NO. 74:**

20 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
21 YOUR hourly non-exempt EMPLOYEES for missed second MEAL PERIODS in 2014.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

23 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
24 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
25 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
26 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
27 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
28 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-

1 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
2 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
3 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
4 objects to this interrogatory on the basis that it is oppressive and burdensome.

5 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7446:**

6 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
7 objects to this request on the basis that it is compound.

8 Without waiving the foregoing general and specific objections, and subject to them, Defendant
9 responds as follows: Defendant has not paid meal period premiums because Defendant's employees are
10 provided the opportunity to take second meal periods as required by California law and in compliance
11 with the applicable collective bargaining agreements.

12 **SPECIAL INTERROGATORY NO. 75:**

13 Please identify the number of occasions that MEAL PERIOD premium wages were paid to
14 YOUR hourly non-exempt EMPLOYEES for missed second MEAL PERIODS in 2015.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

16 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
17 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
18 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
19 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
20 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
21 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
22 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
23 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
24 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
25 objects to this interrogatory on the basis that it is oppressive and burdensome.

26 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7546:**

27 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
28 objects to this request on the basis that it is compound.

1 Without waiving the foregoing general and specific objections, and subject to them, Defendant
2 responds as follows: Defendant has not paid meal period premiums because Defendant's employees are
3 provided the opportunity to take second meal periods as required by California law and in compliance
4 with the applicable collective bargaining agreements.

5 **SPECIAL INTERROGATORY NO. 76:**

6 Please identify the number of occasions that REST PERIOD premium wages were paid to
7 YOUR hourly non-exempt EMPLOYEES for missed REST PERIODS in 2010. ("REST PERIOD"
8 or "REST PERIODS" as used herein means a period of ten paid net minutes free of all job
9 responsibilities for every four hours WORKED, or major fraction thereof, beginning at least at three
10 and one-half hours in the workday.)

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

12 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
13 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
14 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
15 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
16 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
17 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
18 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
19 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
20 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
21 objects to this interrogatory on the basis that it is oppressive and burdensome.

22 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7646:**

23 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
24 objects to this request on the basis that it is compound.

25 Without waiving the foregoing general and specific objections, and subject to them, Defendant
26 responds as follows: Non-exempt employees are provided their rest periods as required by law and
27 pursuant to the applicable collective bargaining agreements, such that Pacifica has not paid any rest
28 period penalties.

1 **SPECIAL INTERROGATORY NO. 77:**

2 Please identify the number of occasions that REST PERIOD premium wages were paid to
3 YOUR hourly non-exempt EMPLOYEES for missed REST PERIODS in 2011.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

5 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
6 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
7 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
8 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
9 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
10 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
11 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
12 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
13 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
14 objects to this interrogatory on the basis that it is oppressive and burdensome.

15 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7746:**

16 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
17 objects to this request on the basis that it is compound.

18 Without waiving the foregoing general and specific objections, and subject to them, Defendant
19 responds as follows: Non-exempt employees are provided their rest periods as required by law and
20 pursuant to the applicable collective bargaining agreements, such that Pacifica has not paid any rest
21 period penalties.

22 **SPECIAL INTERROGATORY NO. 78:**

23 Please identify the number of occasions that REST PERIOD premium wages were paid to
24 YOUR hourly non-exempt EMPLOYEES for missed REST PERIODS in 2012.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

26 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
27 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
28 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to

1 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
2 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
3 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
4 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
5 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
6 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
7 objects to this interrogatory on the basis that it is oppressive and burdensome.

8 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7846:**

9 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
10 objects to this request on the basis that it is compound.

11 Without waiving the foregoing general and specific objections, and subject to them, Defendant
12 responds as follows: Non-exempt employees are provided their rest periods as required by law and
13 pursuant to the applicable collective bargaining agreements, such that Pacifica has not paid any rest
14 period penalties.

15 **SPECIAL INTERROGATORY NO. 79:**

16 Please identify the number of occasions that REST PERIOD premium wages were paid to
17 YOUR hourly non-exempt EMPLOYEES for missed REST PERIODS in 2013.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

19 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
20 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
21 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
22 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
23 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
24 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
25 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
26 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
27 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
28 objects to this interrogatory on the basis that it is oppressive and burdensome.

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 7946:**

2 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
3 objects to this request on the basis that it is compound.

4 Without waiving the foregoing general and specific objections, and subject to them, Defendant
5 responds as follows: Non-exempt employees are provided their rest periods as required by law and
6 pursuant to the applicable collective bargaining agreements, such that Pacifica has not paid any rest
7 period penalties.

8 **SPECIAL INTERROGATORY NO. 80:**

9 Please identify the number of occasions that REST PERIOD premium wages were paid to
10 YOUR hourly non-exempt EMPLOYEES for missed REST PERIODS in 2014.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

12 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
13 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
14 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
15 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
16 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
17 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
18 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
19 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
20 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
21 objects to this interrogatory on the basis that it is oppressive and burdensome.

22 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8046:**

23 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
24 objects to this request on the basis that it is compound.

25 Without waiving the foregoing general and specific objections, and subject to them, Defendant
26 responds as follows: Non-exempt employees are provided their rest periods as required by law and
27 pursuant to the applicable collective bargaining agreements, such that Pacifica has not paid any rest
28 period penalties.

1 **SPECIAL INTERROGATORY NO. 81:**

2 Please identify the number of occasions that REST PERIOD premium wages were paid to
3 YOUR hourly non-exempt EMPLOYEES for missed REST PERIODS in 2015.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

5 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
6 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
7 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
8 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
9 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
10 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
11 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
12 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
13 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
14 objects to this interrogatory on the basis that it is oppressive and burdensome.

15 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8146:**

16 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
17 objects to this request on the basis that it is compound.

18 Without waiving the foregoing general and specific objections, and subject to them, Defendant
19 responds as follows: Non-exempt employees are provided their rest periods as required by law and
20 pursuant to the applicable collective bargaining agreements, such that Pacifica has not paid any rest
21 period penalties.

22 **SPECIAL INTERROGATORY NO. 82:**

23 Please identify each and every date in 2010 that YOU and YOUR hourly non-exempt
24 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

26 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
27 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
28 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to

1 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
2 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
3 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
4 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
5 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
6 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
7 objects to this interrogatory on the basis that it is oppressive and burdensome.

8 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8246:**

9 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
10 objects to this interrogatory on the basis that it calls for speculation.

11 Without waiving the foregoing general and specific objections, and subject to them, Defendant
12 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
13 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
14 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
15 interrogatory.

16 **SPECIAL INTERROGATORY NO. 83:**

17 Please identify each and every date in 2011 that YOU and YOUR hourly non-exempt
18 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

20 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
21 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
22 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
23 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
24 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
25 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
26 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
27 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
28 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant

1 objects to this interrogatory on the basis that it is oppressive and burdensome.

2 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8346:**

3 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
4 objects to this interrogatory on the basis that it calls for speculation.

5 Without waiving the foregoing general and specific objections, and subject to them, Defendant
6 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
7 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
8 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
9 interrogatory.

10 **SPECIAL INTERROGATORY NO. 84:**

11 Please identify each and every date in 2012 that YOU and YOUR hourly non-exempt
12 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

14 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
15 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
16 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
17 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
18 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
19 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
20 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
21 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
22 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
23 objects to this interrogatory on the basis that it is oppressive and burdensome.

24 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8446:**

25 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
26 objects to this interrogatory on the basis that it calls for speculation.

27 Without waiving the foregoing general and specific objections, and subject to them, Defendant
28 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal

1 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
2 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
3 interrogatory.

4 **SPECIAL INTERROGATORY NO. 85:**

5 Please identify each and every date in 2013 that YOU and YOUR hourly non-exempt
6 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

8 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
9 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
10 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
11 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
12 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
13 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
14 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
15 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
16 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
17 objects to this interrogatory on the basis that it is oppressive and burdensome.

18 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8546:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this interrogatory on the basis that it calls for speculation.

21 Without waiving the foregoing general and specific objections, and subject to them, Defendant
22 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
23 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
24 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
25 interrogatory.

26 **SPECIAL INTERROGATORY NO. 86:**

27 Please identify each and every date in 2014 that YOU and YOUR hourly non-exempt
28 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

2 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
3 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
4 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
5 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
6 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
7 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
8 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
9 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
10 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
11 objects to this interrogatory on the basis that it is oppressive and burdensome.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8646:**

13 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
14 objects to this interrogatory on the basis that it calls for speculation.

15 Without waiving the foregoing general and specific objections, and subject to them, Defendant
16 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
17 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
18 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
19 interrogatory.

20 **SPECIAL INTERROGATORY NO. 87:**

21 Please identify each and every date in 2015 that YOU and YOUR hourly non-exempt
22 EMPLOYEES mutually agreed to waive the EMPLOYEES' second MEAL PERIOD.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

24 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
25 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
26 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
27 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
28 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this

1 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
2 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
3 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
4 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
5 objects to this interrogatory on the basis that it is oppressive and burdensome.

6 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8746:**

7 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
8 objects to this interrogatory on the basis that it calls for speculation.

9 Without waiving the foregoing general and specific objections, and subject to them, Defendant
10 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
11 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
12 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
13 interrogatory.

14 **SPECIAL INTERROGATORY NO. 88:**

15 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
16 2010. ("IDENTIFY" as used herein with respect to an individual shall mean to state the individual's
17 name, last-known address, last-known telephone number, last-known cellular phone number,
18 last-known e-mail address, job title, and dates of employment with DEFENDANT.)

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

20 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
21 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
22 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
23 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
24 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
25 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
26 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
27 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
28 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant

1 objects to this interrogatory on the basis that it is oppressive and burdensome.

2 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8846:**

3 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
4 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
5 interrogatory on the basis that it invades the right to privacy.

6 Without waiving the foregoing general and specific objections, and subject to them, Defendant
7 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
8 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
9 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
10 interrogatory. Additionally, any information within Defendant's possession, custody or control
11 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
12 of having their information disclosed.

13 **SPECIAL INTERROGATORY NO. 89:**

14 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
15 2011.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

17 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
18 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
19 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
20 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
21 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
22 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
23 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
24 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
25 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
26 objects to this interrogatory on the basis that it is oppressive and burdensome.

27 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8946:**

28 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also

1 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
2 interrogatory on the basis that it invades the right to privacy.

3 Without waiving the foregoing general and specific objections, and subject to them, Defendant
4 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
5 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
6 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
7 interrogatory. Additionally, any information within Defendant's possession, custody or control
8 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
9 of having their information disclosed.

10 **SPECIAL INTERROGATORY NO. 90:**

11 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
12 2012.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

14 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
15 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
16 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
17 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
18 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
19 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
20 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
21 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
22 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
23 objects to this interrogatory on the basis that it is oppressive and burdensome.

24 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 9046:**

25 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
26 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
27 interrogatory on the basis that it invades the right to privacy.

28 Without waiving the foregoing general and specific objections, and subject to them, Defendant

1 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
2 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
3 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
4 interrogatory. Additionally, any information within Defendant's possession, custody or control
5 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
6 of having their information disclosed.

7 **SPECIAL INTERROGATORY NO. 91:**

8 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
9 2013.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

11 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
12 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
13 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
14 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
15 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
16 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
17 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
18 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
19 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
20 objects to this interrogatory on the basis that it is oppressive and burdensome.

21 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 9146:**

22 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
23 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
24 interrogatory on the basis that it invades the right to privacy.

25 Without waiving the foregoing general and specific objections, and subject to them, Defendant
26 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
27 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
28 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this

1 interrogatory. Additionally, any information within Defendant's possession, custody or control
2 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
3 of having their information disclosed.

4 **SPECIAL INTERROGATORY NO. 92:**

5 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
6 2014.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

8 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
9 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
10 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
11 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
12 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
13 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
14 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
15 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
16 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
17 objects to this interrogatory on the basis that it is oppressive and burdensome.

18 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 9246:**

19 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
20 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
21 interrogatory on the basis that it invades the right to privacy.

22 Without waiving the foregoing general and specific objections, and subject to them, Defendant
23 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
24 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
25 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
26 interrogatory. Additionally, any information within Defendant's possession, custody or control
27 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
28 of having their information disclosed.

1 **SPECIAL INTERROGATORY NO. 93:**

2 Please IDENTIFY each and every EMPLOYEE that waived their second MEAL PERIOD in
3 2015.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

5 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of
6 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also
7 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to
8 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis
9 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this
10 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-
11 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise
12 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.
13 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant
14 objects to this interrogatory on the basis that it is oppressive and burdensome.

15 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 9346:**

16 Defendant objects to this interrogatory on the basis that it lacks foundation. Defendant also
17 objects to this interrogatory on the basis that it calls for speculation. Defendant further objects to this
18 interrogatory on the basis that it invades the right to privacy.

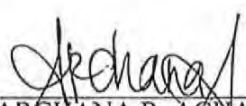
19 Without waiving the foregoing general and specific objections, and subject to them, Defendant
20 responds as follows: Defendant does not maintain a practice or policy of employees waiving meal
21 periods in writing. To the extent such waivers occur, employees do so verbally and after diligent search
22 and reasonable inquiry, Defendant does not have access to information sufficient to respond to this
23 interrogatory. Additionally, any information within Defendant's possession, custody or control
24 responsive to this interrogatory cannot be released until employees have had the opportunity to opt out
25 of having their information disclosed.

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DATE: NOVEMBER 23, 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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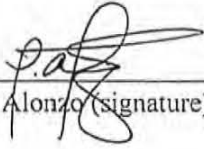
V E R I F I C A T I O N

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 SUPPLEMENTAL RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, SET TWO; 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 November 23, 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.



Patti Alonzo (signature)

1 PROOF OF SERVICE

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 South Flower Street, Suite 3500, Los Angeles,
CA 90071-2411.

4 On November 23, 2015, I served the foregoing document(s) described as: **PACIFICA OF THE**
5 **VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S RESPONSE TO**
6 **PLAINTIFF'S SPECIAL INTERROGATORIES, SET TWO** on the interested parties in this action
as follows:

7 Joseph Lavi, Esq.
8 Vincent C. Granberry, Esq.
9 Lavi & Ebrahimian, LLP
10 8889 W. Olympic Blvd., Suite 200
11 Beverly Hills, California 90211
12 Telephone: (310) 432-0000
13 Facsimile: (310) 432-0001

14 *Attorneys for Plaintiff Kyle Frencher*

15 BY MAIL

16 I placed the envelope(s) with postage thereon fully prepaid in the United States
17 mail, at Los Angeles, California.

18 I am readily familiar with the firm's practice of collection and processing
19 correspondence for mailing with the United States Postal Service; the firm
20 deposits the collected correspondence with the United States Postal Service that
21 same day, in the ordinary course of business, with postage thereon fully prepaid,
22 at Los Angeles, California. I placed the envelope(s) for collection and mailing
23 on the above date following ordinary business practices.

24 BY ELECTRONIC SERVICE

25 Pursuant to CRC Rule 2.251, CCP § 1010.6, and the Court Order Authorizing
26 Electronic Service, I caused a copy of the document(s) to be served by electronic
27 mail as a PDF attachment to the email address listed in the Service List by
28 uploading it to the CASE ANYWHERE website at www.caseanywhere.com

Executed on November 23, 2015, at Los Angeles, California.

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

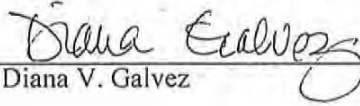
29 
30 Diana V. Galvez

EXHIBIT 45

1 CHRISTOPHER WARD, CA Bar No. 238777
cward@foley.com
2 ARCHIANA R. ACHARYA, CA Bar No. 272989
aacharya@foley.com
3 FOLEY & LARDNER LLP
555 SOUTH FLOWER STREET, SUITE 3500
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) CASE No: BC559056
OTHERS SIMILARLY SITUATED.)
12 PLAINTIFF,) PACIFICA OF THE VALLEY
13) CORPORATION DBA PACIFICA HOSPITAL
V.) OF THE VALLEY'S FURTHER
14) SUPPLEMENTAL RESPONSE TO
PACIFICA OF THE VALLEY CORPORATION) PLAINTIFF'S FORM INTERROGATORIES -
15 DBA PACIFICA HOSPITAL OF THE VALLEY;) GENERAL, SET TWO
AND DOES 1 TO 100, INCLUSIVE)
16) CLASS ACTION
DEFENDANT.)
17) 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.:** TWO (2)
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 further supplemental responses to Plaintiff KYLE FRENCHER's Form
27 Interrogatories - General, Set Two.
28

FURTHER SUPPLEMENTAL RESPONSE TO FORM INTERROGATORIES - GENERAL, SET TWO
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 further supplemental response to Plaintiff's form 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 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 further supplemental 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 further supplemental 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 further supplemental 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 form interrogatory, Defendant states the following:

3 A. To the extent that the form interrogatories are intended to elicit privileged or protected
4 information, Defendant objects as to each form 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 form interrogatory or portion thereof.

9 C. Defendant objects to each form 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 form 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 form 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 form interrogatory to the extent it seeks information that is not
18 relevant to the subject matter of this action, and is not reasonably calculated to lead to the discovery of
19 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 **FURTHER SUPPLEMENTAL RESPONSE TO FORM INTERROGATORIES**

25 **INTERROGATORY NO. 17.1:**

26 Is your response to each request for admission served with these interrogatories an unqualified
27 admission? If not, for each response that is not an unqualified admission:

28 (a) state the number of the request;

- 1 (b) state all facts upon which you base your response;
- 2 (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have
- 3 knowledge of those facts; and
- 4 (d) identify all **DOCUMENTS** and other tangible things that support your response and state
- 5 the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

6 **RESPONSE TO INTERROGATORY NO. 17.1:**

7 Defendant objects to this interrogatory on the basis that it is not relevant to the subject matter of

8 this action nor reasonably calculated to lead to the discovery of admissible evidence. Defendant also

9 objects to this interrogatory on the basis that it is vague and ambiguous. Defendant further objects to

10 this request on the basis that it lacks foundation. Defendant further objects to this request on the basis

11 that it is overly broad and without reasonable limitation in its scope. Defendant further objects to this

12 interrogatory on the ground it seeks information protected by the attorney-client privilege, the attorney-

13 client work product doctrine, and/or a confidentiality agreement, and/or information that is otherwise

14 privileged, protected or confidential pursuant to any applicable doctrine, statute, rule or case law.

15 Defendant also objects to this interrogatory on the basis that it calls for speculation. Finally, Defendant

16 objects to this interrogatory on the basis that it is oppressive and burdensome.

17 **FURTHER SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17.1:**

- 18 (a) Request No. 1;
- 19 (b) Defendant acknowledges that it never paid a meal period premium to Plaintiff pursuant to
- 20 Labor Code § 226.7(c) in 2012, but denies this request on the basis that it disputes Plaintiff ever
- 21 “missed” a first meal break in 2012. Rather, to the extent Plaintiff ever did not take a first meal period
- 22 in 2012, she did so because she chose not to take the meal period provided to her, and therefore no meal
- 23 period premium would be due to her, and on that basis, Defendant never paid one to her in 2012;
- 24 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff’s supervisors and managers, Plaintiff’s
- 25 union representatives; and
- 26 (d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for
- 27 Admission.
- 28

1 (a) Request No. 2;

2 (b) Defendant acknowledges that it never paid a meal period premium to Plaintiff pursuant to
3 Labor Code § 226.7(c) in 2013, but denies this request on the basis that it disputes Plaintiff ever
4 “missed” a first meal break in 2013. Rather, to the extent Plaintiff ever did not take a first meal period
5 in 2012, she did so because she chose not to take the meal period provided to her, and therefore no meal
6 period premium would be due to her, and on that basis, Defendant never paid one to her in 2013;

7 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff’s supervisors and managers, Plaintiff’s
8 union representatives; and

9 (d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for
10 Admission.

11

12 (a) Request No. 3;

13 (b) Defendant acknowledges that it never paid a meal period premium to Plaintiff pursuant to
14 Labor Code § 226.7(c) in 2012, but denies this request on the basis that it disputes Plaintiff ever
15 “missed” a first meal break in 2012. Rather, to the extent Plaintiff ever did not take a first meal period
16 in 2012, she did so because she chose not to take the meal period provided to her, and therefore no meal
17 period premium would be due to her, and on that basis, Defendant never paid one to her in 2012;

18 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff’s supervisors and managers, Plaintiff’s
19 union representatives; and

20 (d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for
21 Admission.

22

23 (a) Request No. 4;

24 (b) Defendant acknowledges that it never paid a meal period premium to Plaintiff pursuant to
25 Labor Code § 226.7(c) in 2012, but denies this request on the basis that it disputes Plaintiff ever
26 “missed” a second meal break in 2012. Rather, to the extent Plaintiff ever did not take a second meal
27 period in 2012 to which she was entitled, she did so because she chose not to take the meal period
28 provided to her, and therefore no meal period premium would be due to her, and on that basis,

1 Defendant never paid one to her in 2012;

2 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
3 union representatives; and

4 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
5 Admission.

6

7 (a) Request No. 5;

8 (b) Defendant acknowledges that it never paid a meal period premium to Plaintiff pursuant to

9 Labor Code § 226.7(c) in 2013, but denies this request on the basis that it disputes Plaintiff ever

10 "missed" a second meal break in 2013. Rather, to the extent Plaintiff ever did not take a second meal

11 period in 2013 to which she was entitled, she did so because she chose not to take the meal period

12 provided to her, and therefore no meal period premium would be due to her, and on that basis,

13 Defendant never paid one to her in 2013;

14 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
15 union representatives; and

16 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
17 Admission.

18

19 (a) Request No. 6;

20 (b) Defendant acknowledges that it never paid a rest break premium to Plaintiff pursuant to

21 Labor Code § 226.7(c) in 2012, but denies this request on the basis that it disputes Plaintiff ever

22 "missed" a third rest break in 2012. Rather, to the extent Plaintiff ever did not take a third rest break in

23 2012 to which she was entitled, she did so because she chose not to take the rest break provided to her,

24 and therefore no rest break premium would be due to her, and on that basis, Defendant never paid one to

25 her in 2012;

26 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
27 union representatives; and

28 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for

1 Admission.

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(a) Request No. 7;

(b) Defendant acknowledges that it never paid a rest break premium to Plaintiff pursuant to Labor Code § 226.7(c) in 2013, but denies this request on the basis that it disputes Plaintiff ever “missed” a third rest break in 2013. Rather, to the extent Plaintiff ever did not take a third rest break in 2013 to which she was entitled, she did so because she chose not to take the rest break provided to her, and therefore no rest break premium would be due to her, and on that basis, Defendant never paid one to her in 2013;

(c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff’s supervisors and managers, Plaintiff’s union representatives; and

(d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for Admission.

(a) Request No. 8;

(b) Defendant acknowledges that it has no written record of Plaintiff ever waiving a meal break during her employment. However, Defendant does not maintain a practice of obtaining written meal break waivers from employees, and employees are permitted to verbally waive meal breaks provided to them at their option. Defendant is therefore unable to state categorically that Plaintiff never waived a second meal break to which she was entitled in 2012 because she could have done so verbally and Defendant would not have any written materials to review in order to make a definitive admission as requested. On that basis, Defendant denied Request for Admission No. 8;

(c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff’s supervisors and managers, Plaintiff’s union representatives; and

(d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

(a) Request No. 9;

1 (b) Defendant acknowledges that it has no written record of Plaintiff ever waiving a meal
2 break during her employment. However, Defendant does not maintain a practice of obtaining written
3 meal break waivers from employees, and employees are permitted to verbally waive meal breaks
4 provided to them at their option. Defendant is therefore unable to state categorically that Plaintiff never
5 waived a second meal break to which she was entitled in 2013 because she could have done so verbally
6 and Defendant would not have any written materials to review in order to make a definitive admission as
7 requested. On that basis, Defendant denied Request for Admission No. 9;

8 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
9 union representatives; and

10 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
11 Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

12
13 (a) Request No. 10;

14 (b) Defendant acknowledges that it has no written record of employees ever waiving meal
15 breaks during their employment. However, Defendant does not maintain a practice of obtaining written
16 meal break waivers from employees, and employees are permitted to verbally waive meal breaks
17 provided to them at their option. Defendant is therefore unable to state categorically that no employee
18 ever waived a second meal break to which he or she was entitled in 2010 because employees could have
19 done so verbally and Defendant would not have any written materials to review in order to make a
20 definitive admission as requested. On that basis, Defendant denied Request for Admission No. 10;

21 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
22 union representatives; and

23 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
24 Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

25
26 (a) Request No. 11;

27 (b) Defendant acknowledges that it has no written record of employees ever waiving meal
28 breaks during their employment. However, Defendant does not maintain a practice of obtaining written

1 meal break waivers from employees, and employees are permitted to verbally waive meal breaks
2 provided to them at their option. Defendant is therefore unable to state categorically that no employee
3 ever waived a second meal break to which he or she was entitled in 2011 because employees could have
4 done so verbally and Defendant would not have any written materials to review in order to make a
5 definitive admission as requested. On that basis, Defendant denied Request for Admission No. 11;

6 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
7 union representatives; and

8 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
9 Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

10
11 (a) Request No. 12;

12 (b) Defendant acknowledges that it has no written record of employees ever waiving meal
13 breaks during their employment. However, Defendant does not maintain a practice of obtaining written
14 meal break waivers from employees, and employees are permitted to verbally waive meal breaks
15 provided to them at their option. Defendant is therefore unable to state categorically that no employee
16 ever waived a second meal break to which he or she was entitled in 2012 because employees could have
17 done so verbally and Defendant would not have any written materials to review in order to make a
18 definitive admission as requested. On that basis, Defendant denied Request for Admission No. 12;

19 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
20 union representatives; and

21 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
22 Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

23
24 (a) Request No. 13;

25 (b) Defendant acknowledges that it has no written record of employees ever waiving meal
26 breaks during their employment. However, Defendant does not maintain a practice of obtaining written
27 meal break waivers from employees, and employees are permitted to verbally waive meal breaks
28 provided to them at their option. Defendant is therefore unable to state categorically that no employee

1 ever waived a second meal break to which he or she was entitled in 2013 because employees could have
2 done so verbally and Defendant would not have any written materials to review in order to make a
3 definitive admission as requested. On that basis, Defendant denied Request for Admission No. 13;

4 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
5 union representatives; and

6 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
7 Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

8

9 (a) Request No. 14;

10 (b) Defendant acknowledges that it has no written record of employees ever waiving meal
11 breaks during their employment. However, Defendant does not maintain a practice of obtaining written
12 meal break waivers from employees, and employees are permitted to verbally waive meal breaks
13 provided to them at their option. Defendant is therefore unable to state categorically that no employee
14 ever waived a second meal break to which he or she was entitled in 2014 because employees could have

15 done so verbally and Defendant would not have any written materials to review in order to make a
16 definitive admission as requested. On that basis, Defendant denied Request for Admission No. 14;

17 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
18 union representatives; and

19 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
20 Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

21

22 (a) Request No. 15;

23 (b) Defendant acknowledges that it has no written record of employees ever waiving meal
24 breaks during their employment. However, Defendant does not maintain a practice of obtaining written
25 meal break waivers from employees, and employees are permitted to verbally waive meal breaks
26 provided to them at their option. Defendant is therefore unable to state categorically that no employee
27 ever waived a second meal break to which he or she was entitled in 2015 because employees could have
28 done so verbally and Defendant would not have any written materials to review in order to make a

1 definitive admission as requested. On that basis, Defendant denied Request for Admission No. 15;

2 (c) Plaintiff, Patti Alonzo, Ayman Mousa, Plaintiff's supervisors and managers, Plaintiff's
3 union representatives; and

4 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
5 Admission, and the collective bargaining agreements applicable to Plaintiff and other employees.

6
7 (a) Request No. 16;

8 (b) Defendant acknowledges that it never paid a rest break premium to any employee
9 pursuant to Labor Code § 226.7(c) in 2010 for a "missed" third rest break, but denies this request on the
10 basis that it disputes any employee ever "missed" a third rest break in 2010. Rather, to the extent any
11 employee ever did not take a third rest period in 2010 to which he or she was entitled, the employee did
12 so because he or she chose not to take the rest break provided, and therefore no rest break premium
13 would be due, and on that basis, Defendant never paid one in 2010;

14 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
15 representatives; and

16 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
17 Admission.

18
19 (a) Request No. 17;

20 (b) Defendant paid meal period premiums in 2010 to employees when they did not take a
21 meal period provided to them and did not waive their meal period, and Defendant accordingly denies
22 this request on that basis ;

23 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
24 representatives; and

25 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
26 Admission. Defendant has also already produced documents showing the payment of meal period
27 premiums to employees.

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(a) Request No. 18;

(b) Defendant did not pay a second meal period premium to employees pursuant to Labor Code § 226.7(c) in 2010, but denies this request on the basis that it disputes any employee ever “missed” a second meal break in 2010. Rather, to the extent any employee ever did not take a second meal period in 2010 to which he or she was entitled, the employee did so because he or she chose not to take the meal period provided, and therefore no meal period premium would be due, and on that basis, Defendant never paid one in 2010;

(c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union representatives; and

(d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for Admission.

(a) Request No. 19;

(b) Defendant acknowledges that it never paid a rest break premium to any employee pursuant to Labor Code § 226.7(c) in 2011 for a “missed” third rest break, but denies this request on the basis that it disputes any employee ever “missed” a third rest break in 2011. Rather, to the extent any employee ever did not take a third rest period in 2011 to which he or she was entitled, the employee did so because he or she chose not to take the rest break provided, and therefore no rest break premium would be due, and on that basis, Defendant never paid one in 2011;

(c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union representatives; and

(d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for Admission.

(a) Request No. 20;

(b) Defendant paid meal period premiums in 2011 to employees when they did not take a meal period provided to them and did not waive their meal period, and Defendant accordingly denies this request on that basis;

1 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
2 representatives; and

3 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
4 Admission. Defendant has also produced documents showing the payment of meal period premiums to
5 employees.

6
7 (a) Request No. 21;

8 (b) Defendant did not pay a second meal period premium to employees pursuant to Labor
9 Code § 226.7(c) in 2011, but denies this request on the basis that it disputes any employee ever "missed"
10 a second meal break in 2011. Rather, to the extent any employee ever did not take a second meal period
11 in 2011 to which he or she was entitled, the employee did so because he or she chose not to take the
12 meal period provided, and therefore no meal period premium would be due, and on that basis, Defendant
13 never paid one in 2011;

14 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
15 representatives; and

16 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
17 Admission.

18
19 (a) Request No. 22;

20 (b) Defendant acknowledges that it never paid a rest break premium to any employee
21 pursuant to Labor Code § 226.7(c) in 2012 for a "missed" third rest break, but denies this request on the
22 basis that it disputes any employee ever "missed" a third rest break in 2012. Rather, to the extent any
23 employee ever did not take a third rest period in 2012 to which he or she was entitled, the employee did
24 so because he or she chose not to take the rest break provided, and therefore no rest break premium
25 would be due, and on that basis, Defendant never paid one in 2012;

26 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
27 representatives; and

28 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for

1 Admission.

2

3 (a) Request No. 23;

4 (b) Defendant paid meal period premiums to employees in 2012 when they did not take a
5 meal period provided to them and did not waive their meal period, and Defendant accordingly denies
6 this request on that basis;

7 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
8 representatives; and

9 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
10 Admission. Defendant has also produced documents showing the payment of meal period premiums to
11 employees.

12

13 (a) Request No. 24;

14 (b) Defendant did not pay a second meal period premium to employees pursuant to Labor
15 Code § 226.7(c) in 2012, but denies this request on the basis that it disputes any employee ever "missed"
16 a second meal break in 2012. Rather, to the extent any employee ever did not take a second meal period
17 in 2012 to which he or she was entitled, the employee did so because he or she chose not to take the
18 meal period provided, and therefore no meal period premium would be due, and on that basis, Defendant
19 never paid one in 2012;

20 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
21 representatives; and

22 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
23 Admission.

24

25 (a) Request No. 25;

26 (b) Defendant acknowledges that it never paid a rest break premium to any employee
27 pursuant to Labor Code § 226.7(c) in 2013 for a "missed" third rest break, but denies this request on the
28 basis that it disputes any employee ever "missed" a third rest break in 2013. Rather, to the extent any

1 employee ever did not take a third rest period in 2013 to which he or she was entitled, the employee did
2 so because he or she chose not to take the rest break provided, and therefore no rest break premium
3 would be due, and on that basis, Defendant never paid one in 2013;

4 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
5 representatives; and

6 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
7 Admission.

8
9 (a) Request No. 26;

10 (b) Defendant paid meal period premiums in 2013 to employees when they did not take a
11 meal period provided to them and did not waive their meal period, and Defendant accordingly denies
12 this request on that basis;

13 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
14 representatives; and

15 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
16 Admission. Defendant has also produced documents showing the payment of meal period premiums to
17 employees.

18
19 (a) Request No. 27;

20 (b) Defendant did not pay a second meal period premium to employees pursuant to Labor
21 Code § 226.7(c) in 2013, but denies this request on the basis that it disputes any employee ever "missed"
22 a second meal break in 2013. Rather, to the extent any employee ever did not take a second meal period
23 in 2013 to which he or she was entitled, the employee did so because he or she chose not to take the
24 meal period provided, and therefore no meal period premium would be due, and on that basis, Defendant
25 never paid one in 2013;

26 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
27 representatives; and

28 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for

1 Admission.

2

3 (a) Request No. 28;

4 (b) Defendant acknowledges that it never paid a rest break premium to any employee

5 pursuant to Labor Code § 226.7(c) in 2014 for a “missed” third rest break, but denies this request on the
6 basis that it disputes any employee ever “missed” a third rest break in 2014. Rather, to the extent any
7 employee ever did not take a third rest period in 2014 to which he or she was entitled, the employee did
8 so because he or she chose not to take the rest break provided, and therefore no rest break premium
9 would be due, and on that basis, Defendant never paid one in 2014;

10 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
11 representatives; and

12 (d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for
13 Admission.

14

15 (a) Request No. 29;

16 (b) Defendant paid meal period premiums in 2014 to employees when they did not take a
17 meal period provided to them and did not waive their meal period, and Defendant accordingly denies
18 this request on that basis;

19 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
20 representatives; and

21 (d) Defendant’s Answer to the Complaint, Plaintiff’s Complaint, Plaintiff’s Requests for
22 Admission. Defendant has also produced documents showing the payment of meal period premiums to
23 employees.

24

25 (a) Request No. 30;

26 (b) Defendant did not pay a second meal period premium to employees pursuant to Labor

27 Code § 226.7(c) in 2014, but denies this request on the basis that it disputes any employee ever “missed”
28 a second meal break in 2014. Rather, to the extent any employee ever did not take a second meal period

1 in 2014 to which he or she was entitled, the employee did so because he or she chose not to take the
2 meal period provided, and therefore no meal period premium would be due, and on that basis, Defendant
3 never paid one in 2014;

4 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
5 representatives; and

6 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
7 Admission.

8
9 (a) Request No. 31;

10 (b) Defendant acknowledges that it never paid a rest break premium to any employee
11 pursuant to Labor Code § 226.7(c) in 2015 for a "missed" third rest break, but denies this request on the
12 basis that it disputes any employee ever "missed" a third rest break in 2015. Rather, to the extent any
13 employee ever did not take a third rest period in 2015 to which he or she was entitled, the employee did
14 so because he or she chose not to take the rest break provided, and therefore no rest break premium
15 would be due, and on that basis, Defendant never paid one in 2015;

16 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
17 representatives; and

18 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
19 Admission.

20
21 (a) Request No. 32;

22 (b) Defendant paid meal period premiums to employees in 2015 when they did not take a
23 meal period provided to them and did not waive their meal period, and Defendant accordingly denies
24 this request on that basis;

25 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
26 representatives; and

27 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
28 Admission. Defendant has also produced documents showing the payment of meal period premiums to

1 employees.

2
3 (a) Request No. 33;


4 (b) Defendant did not pay a second meal period premium to employees pursuant to Labor
5 Code § 226.7(c) in 2015, but denies this request on the basis that it disputes any employee ever "missed"
6 a second meal break in 2015. Rather, to the extent any employee ever did not take a second meal period
7 in 2015 to which he or she was entitled, the employee did so because he or she chose not to take the
8 meal period provided, and therefore no meal period premium would be due, and on that basis, Defendant
9 never paid one in 2015;

10 (c) Plaintiff, Patti Alonzo, Ayman Mousa, department supervisors and managers, union
11 representatives; and

12 (d) Defendant's Answer to the Complaint, Plaintiff's Complaint, Plaintiff's Requests for
13 Admission.

14
15 DATE: FEBRUARY 12, 2016

FOLEY & LARDNER LLP
CHRISTOPHER WARD
ARCHANA R. ACHARYA

16
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18 By: 
19 ARCHANA R. ACHARYA
20 Attorneys for Defendant PACIFICA OF THE
21 VALLEY CORPORATION dba PACIFICA
22 HOSPITAL OF THE VALLEY
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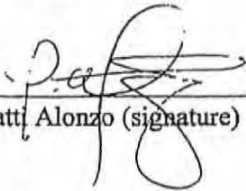
VERIFICATION

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 SUPPLEMENTAL RESPONSE TO PLAINTIFF'S FORM INTERROGATORIES - GENERAL, SET; 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 February 11, 2016, at San 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.



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 February 12, 2016, I served the foregoing document(s) described as: **PACIFICA OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S RESPONSE TO PLAINTIFF'S FORM INTERROGATORIES - GENERAL, SET TWO** 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

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 ANWHERE website at www.caseanywhere.com

X Executed on February 12, 2016, 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.

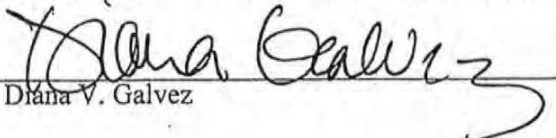

Diana V. Galvez

EXHIBIT 46

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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) CASE No: BC559056
OTHERS SIMILARLY SITUATED.)
12 PLAINTIFF,) PACIFICA OF THE VALLEY
13) CORPORATION DBA PACIFICA HOSPITAL
OF THE VALLEY'S AMENDED AND
14 v.) SUPPLEMENTAL RESPONSE TO
PACIFICA OF THE VALLEY CORPORATION) PLAINTIFF'S SPECIAL
15 DBA PACIFICA HOSPITAL OF THE VALLEY;) INTERROGATORIES, SET ONE
AND DOES 1 TO 100, INCLUSIVE)
16 DEFENDANT.) CLASS ACTION
17) 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 amended and supplemental responses to Plaintiff KYLE FRENCHER's
27 Special Interrogatories, Set One.
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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 amended and supplemental response to Plaintiff's special interrogatories. The amended and supplemental 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 amended and supplemental responses set forth herein. Defendant reserves the right to amend or alter these amended and supplemental 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 amended and supplemental responses herein are for the purpose of discovery only, and the amended and supplemental responses are not an admission or acceptance that any amended and supplemental 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 amended and supplemental responses herein.

The following amended and supplemental responses are made solely for the purpose of this action. Each amended 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

1 witness present in court.

2 **GENERAL OBJECTIONS**

3 As to each and every special interrogatory, Defendant states the following:

4 A. To the extent that the special interrogatories are intended to elicit privileged or protected
5 information, Defendant objects as to each special interrogatory and asserts the applicable privilege or
6 protection to the fullest extent permitted by law, including but not limited to the protections afforded by
7 the attorney-client privilege, the work-product privilege, and the right of privacy.

8 B. Defendant expressly reserves the right to object to further discovery into the subject
9 matter of any special interrogatory or portion thereof.

10 C. Defendant objects to each special interrogatory to the extent that it seeks information in
11 violation of Sections 2017.010 et seq., 2018.010 et seq., 2019.010 et seq. and 2030.010 et seq. of the
12 Code of Civil Procedure.

13 D. Defendant objects to each special interrogatory to the extent that it seeks information
14 equally available to Plaintiff or information that is not within Defendant's possession, custody or
15 control.

16 E. Defendant objects to the special interrogatories to the extent that they are intended to be
17 and are overly broad, unduly burdensome and oppressive.

18 F. Defendant objects to each special interrogatory to the extent it seeks information that is
19 not relevant to the subject matter of this action, and is not reasonably calculated to lead to the discovery
20 of admissible evidence.

21 Without waiving any of the foregoing General Objections, each of which applies to each and
22 every one of the individual amended responses set forth below and is incorporated by this reference
23 thereon (whether or not specifically stated in the amended response), Defendant responds to the
24 individual requests as follows:

25 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORIES**

26 **SPECIAL INTERROGATORY NO. 1:**

27 Please state the total number of YOUR former hourly non-exempt EMPLOYEES during the
28 LIABILITY PERIOD. ("DEFENDANT", "YOU", and "YOUR" as used herein shall mean PACIFICA

1 OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY; "EMPLOYEE"
2 or "EMPLOYEES" as used herein shall mean any person DEFENDANT engaged, suffered or permitted
3 to work (or over whom DEFENDANT exercised control of that person's wages, hours, or working
4 conditions as defined in the applicable wage order promulgated by the Industrial Welfare Commission)
5 in the State of California; "LIABILITY PERIOD" as used herein shall mean from September 29, 2010,
6 to the time of verification of these responses.)

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

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 under information and belief, 329.

12 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORIES, NO. 1:**

13 After reviewing newly discovered information, Defendant hereby supplements its previous
14 response as follows: the names and contact information of the putative class members given to the third
15 party administrator for purposes of the *Belaire-West* process were based on information that Defendant
16 had in its possession custody and control as of December 1, 2015. As of that date, and under
17 information and belief, Defendant had 380 former non-exempt employees. As of April 25, 2016,
18 Defendant is informed and believes that the number of former non-exempt employees has increased to
19 405.

20 **SPECIAL INTERROGATORY NO. 2:**

21 Please state the total number of YOUR current hourly non-exempt EMPLOYEES.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

23 Defendant objects to this request on the grounds that it seeks information that Defendant has
24 already provided to Plaintiff.

25 Without waiving the foregoing general and specific objections, Defendant responds as follows:
26 under information and belief, 645.

27 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORIES, NO. 2:**

28 After reviewing newly discovered information, Defendant hereby supplements its previous

1 response as follows: the names and contact information of the putative class members given to the third
2 party administrator for purposes of the *Belaire-West* process were based on information that Defendant
3 had in its possession custody and control as of December 1, 2015. As of that date, and under
4 information and belief, Defendant has 633 current non-exempt employees. As of April 25, 2016,
5 Defendant is informed and believes that the number of current non-exempt employees has decreased to
6 608.

7 **SPECIAL INTERROGATORY NO. 3:**

8 Please state the total number of workweeks WORKED by YOUR hourly non-exempt
9 EMPLOYEES during the LIABILITY PERIOD. (“WORKED” as used herein shall mean the time
10 during which any person, as defined by California Labor Code section 18, was subject to YOUR control
11 and YOU engaged, suffered or permitted that person to work, whether or not YOU required the person
12 to do so.)

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

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 the total number of workweeks worked by approximately 915 putative class members is 126,868.
18 Defendant is unable to retrieve the number of workweeks worked by the outstanding 60 putative class
19 members, as they most likely only worked a few shifts and manually entered their time on paper records
20 only.

21 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORIES, NO. 4:**

22 After reviewing newly discovered information, Defendant hereby supplements its previous
23 response as follows: the names and contact information of the putative class members given to the third
24 party administrator for purposes of the *Belaire-West* process were based on information that Defendant
25 had in its possession custody and control as of December 1, 2015. As of that date, and under
26 information and belief, 928 of the putative class members worked a total of 142,433 workweeks. The
27 remaining putative class members worked zero workweeks during this timeframe.
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AMENDED RESPONSE TO SPECIAL INTERROGATORIES

SPECIAL INTERROGATORY NO. 4:

Please state the average rate of pay for YOUR hourly non-exempt EMPLOYEES during the LIABILITY PERIOD.

RESPONSE TO SPECIAL INTERROGATORY NO. 4:

Defendant objects to this request on the grounds that it seeks information that Defendant has already provided to Plaintiff. Defendant also objects to this interrogatory on the basis that it is vague and ambiguous.

Without waiving the foregoing general and specific objections, Defendant responds as follows: \$29.53.

SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORIES, NO. 6:

After reviewing newly discovered information, Defendant hereby supplements its previous response as follows: \$28.90.

SPECIAL INTERROGATORY NO. 5:

Please state the number of MEAL PERIOD waivers YOU obtained from EMPLOYEES during the LIABILITY PERIOD from different EMPLOYEES (for example, if an EMPLOYEE signed two MEAL PERIOD waivers that would be considered one EMPLOYEE).

RESPONSE TO SPECIAL INTERROGATORY NO. 5:

See response to Interrogatory No. 19.

AMENDED RESPONSE TO SPECIAL INTERROGATORIES, NO. 21:

Employees are permitted to verbally waive meal breaks provided to them at their option, and Defendant does not maintain a practice of recording when such verbal waivers occur. Defendant accordingly has no reliable manner to determine the number of times employees have waived a meal period. Additionally, employees also have the option to sign a meal period waiver at the time of their hire. In lieu of further written response, true and correct copies of putative class members' meal period waivers have been produced. Waivers signed by putative class members who have opted out through the *Belaire-West* process were produced in redacted format in order to protect the privacy rights of such individuals.

1 SPECIAL INTERROGATORY NO. 6:

2 Please state the dates each hourly non-exempt EMPLOYEE signed a MEAL PERIOD waiver.

3 RESPONSE TO SPECIAL INTERROGATORY NO. 6:

4 See response to Interrogatory No. 19.

5 AMENDED RESPONSE TO SPECIAL INTERROGATORIES, NO. 22:

6 Employees have the option to sign a meal period waiver at the time of their hire. In lieu of
7 further written response, true and correct copies of putative class members' meal period waivers have
8 been produced. Waivers signed by putative class members who have opted out through the *Belaire-*
9 *West* process were produced in redacted format in order to protect the privacy rights of such individuals.

10

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12 DATE: MAY 24, 2016

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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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V E R I F I C A T I O N

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 AMENDED RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, 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 May 24, 2016, 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.



Patti Alonzo (Signature)

1 PROOF OF SERVICE

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a
3 party to this action; my current business address is 555 South Flower Street, Suite 3500, Los Angeles,
CA 90071-2411.

4 On May 25, 2016, I served the foregoing document(s) described as: **PACIFICA OF THE VALLEY
5 CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S AMENDED RESPONSE TO
6 PLAINTIFF'S SPECIAL INTERROGATORIES, SET ONE** on the interested parties in this action
as follows:

7 Joseph Lavi, Esq.
8 Vincent C. Granberry, Esq.
9 Lavi & Ebrahimian, LLP
10 8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

11 *Attorneys for Plaintiff Kyle Frencher*

12
13
14 BY MAIL

15 I am readily familiar with the firm's practice of collection and processing
16 correspondence for mailing with the United States Postal Service; the firm
17 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.

18 X BY ELECTRONIC SERVICE

19 Pursuant to CRC Rule 2.251, CCP § 1010.6, and the Court Order Authorizing
20 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

21
22 X Executed on May 25, 2016, at Los Angeles, California.

23 X I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

24 
25 _____
Diana V. Galvez

EXHIBIT 47

ENGLISH

1. Please state your full name: ALVIN M. DECIPEDA
2. Please provide your phone number: _____
3. Please state your position: LVN & RN
4. Please state your dates of employment: 1997-2013
5. If you were employed by Pacifica in 2010, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
6. If you were employed by Pacifica in 2010, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
7. If you were employed by Pacifica in 2011, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
8. If you were employed by Pacifica in 2011, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
9. If you were employed by Pacifica in 2012, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
10. If you were employed by Pacifica in 2012, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
11. If you were employed by Pacifica in 2013, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
12. If you were employed by Pacifica in 2013 did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
13. If you were employed by Pacifica in 2014, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
14. If you were employed by Pacifica in 2014, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
15. If you were employed by Pacifica in 2015, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
16. If you were employed by Pacifica in 2015, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
17. If you were employed by Pacifica in 2016, did Pacifica inform you that you were entitled to a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
18. If you were employed by Pacifica in 2016, did Pacifica provide you with an opportunity to take a 2nd meal break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
19. If you were employed by Pacifica in 2010, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010

20. If you were employed by Pacifica in **2010**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2010
21. If you were employed by Pacifica in **2011**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
22. If you were employed by Pacifica in **2011**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2011
23. If you were employed by Pacifica in **2012**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
24. If you were employed by Pacifica in **2012**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2012
25. If you were employed by Pacifica in **2013**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
26. If you were employed by Pacifica in **2013** did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2013
27. If you were employed by Pacifica in **2014**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
28. If you were employed by Pacifica in **2014**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2014
29. If you were employed by Pacifica in **2015**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
30. If you were employed by Pacifica in **2015**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2015
31. If you were employed by Pacifica in **2016**, did Pacifica inform you that you were entitled to a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016
32. If you were employed by Pacifica in **2016**, did Pacifica provide you with an opportunity to take a 3rd rest break if you worked more than 10 hours in a day? Yes No I didn't work in 2016

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

Date:

08/24/16

Signature:



EXHIBIT 48

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)
HOSPITAL OF THE VALLEY; AND)
DOES 1 TO 100, INCLUSIVE,)

Defendants.)

ORIGINAL

CASE NO. BC559056

VOLUME I

DEPOSITION OF

KYLE ELLEN FRENCHER

LOS ANGELES, CALIFORNIA

FRIDAY, JULY 8, 2016

REPORTED BY:
ALICIA RIOS
CSR 13277
NO. 16-42750

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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.)

PACIFICA OF THE VALLEY)
CORPORATION DBA PACIFICA)
HOSPITAL OF THE VALLEY; AND)
DOES 1 TO 100, INCLUSIVE,)

Defendants.)

CASE NO. BC559056

VOLUME I

DEPOSITION OF KYLE ELLEN FRENCHER, taken
on behalf of Defendants at 555 South
Flower Street, Suite 3500, Los Angeles,
California 90071, commencing at
11:10 a.m., Friday, July 8, 2016, before
Alicia Rios, CSR 13277.

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A P P E A R A N C E S :

FOR THE PLAINTIFF:

LAW OFFICES OF LAVI & EBRAHIMIAN, LLP
BY: VINCENT C. GRANBERRY, ATTORNEY AT LAW
8889 WEST OLYMPIC BOULEVARD
SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
310.432.0000
VGRANBERRY@LELAWFIRM.COM

FOR THE DEFENDANTS:

FOLEY & LARDNER, LLP
BY: ARCHANA R. ACHARYA, ATTORNEY AT LAW
555 SOUTH FLOWER STREET
SUITE 3500
LOS ANGELES, CALIFORNIA 90071-2411
213.972.4500
AACHARYA@FOLEY.COM

ALSO PRESENT:

PATTI GUEVARA

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I N D E X

W I T N E S S : PAGE

KYLE ELLEN FRENCHER
EXAMINATION BY MS. ACHARYA 5

AFTERNOON SESSION:

EXAMINATION BY MS. ACHARYA 41

QUESTIONS INSTRUCTED NOT TO ANSWER:

PAGE:LINE
8:24
25:20
24:20

E X H I B I T S :

| DEFENDANTS' | DESCRIPTION | PAGE |
|-------------|---|------|
| 1 | AMENDED NOTICE OF DEPOSITION OF PLAINTIFF KYLE FRENCHER WITH REQUESTS FOR PRODUCTION OF DOCUMENTS | 9 |
| 2 | PACIFICA HOSPITAL OF THE VALLEY PUNCH VARIANCE FORM | 85 |

1 LOS ANGELES, CALIFORNIA; FRIDAY, JULY 8, 2016

2 11:10 A.M.

3
4 ***

5 KYLE ELLEN FRENCHER,

6 having been duly administered an oath

7 in accordance with CCP 2094, was

8 examined and testified as follows:

9 ***

10
11 EXAMINATION

12 BY MS. ACHARYA:

13 Q Could you please state and spell your name for
14 the record?

15 A Kyle Ellen Frencher. K-y-l-e, Ellen, E-l-l-e-n,
16 Frencher, F-r-e-n-c-h-e-r.

17 Q Good morning, Ms. Frencher. I briefly
18 introduced myself off the record. My name is Archana
19 Acharya. I'm here as counsel for the defendant Pacifica
20 Hospital. I'm going to go over a few introductions, and
21 then we can get started with some substantive
22 questioning.

23 Have you ever had your deposition taken before?

24 A No.

25 Q So the oath that you just took with the court

1 reporter is the same oath that you would take in a court
2 proceeding. Do you understand that?

3 A Yes.

4 Q So your obligation today is to give truthful
5 answers. Will you do that for me?

6 A Yes.

7 Q And I'll also need you to give complete answers
8 to my questions. Do you understand?

9 A Yes.

10 Q Now, because the court reporter is taking down
11 every word that is spoken in this room, it is really
12 important that only one person speaks at a time. So I
13 may ask a question, your attorney may make an objection,
14 and then you may give the answer. And it's just
15 important that we each go in turn so that the court
16 reporter is not struggling to keep up or that the
17 transcript is not broken. Does that make sense?

18 A Yes.

19 Q And it's also common in a conversational setting
20 to respond to questions with "uh-huh" or "huh-uh" or a
21 nod or a shake of the head. But because she's going to
22 be transcribing everything, it's important to answer any
23 questions with yeses or nos, or just make sure they're
24 oral answers. Does that make sense?

25 A Yes.

1 that correct?

2 A Correct.

3 Q Why were you looking for a rep?

4 A Just because I was used to a union rep.

5 Q Was there anything specific you wanted to talk
6 to them about, or you just wanted to know that there was
7 one there?

8 A Correct.

9 Q Which one?

10 A Know that one was there.

11 Q Do you remember when you started at Pacifica,
12 did you have to fill out any union paperwork to authorize
13 the deduction of the dues?

14 A Yes.

15 Q Do you remember the name of the nurse registry
16 that you worked at before you worked full time at
17 Pacifica?

18 A Let me look [sic].

19 Q For purposes of the record, when you say "let me
20 look" you're just thinking, right?

21 A Correct.

22 Q You're not actually looking at any papers?

23 A Correct.

24 Q Okay.

25 A God, I can see the badge, but I can't pull up

1 the name. I don't remember.

2 Q And you worked for this nurse registry from
3 about 2010 to 2012; is that correct?

4 A No.

5 Q When?

6 A From about 2011 till I got the permanent job at
7 Pacifica in 2012. About a year.

8 Q Now, during this time that you worked for the
9 nurse registry and you were also working shifts at
10 Pacifica as a temp nurse, do you remember which
11 departments in Pacifica you worked?

12 A They would put me in medical, neurology, and
13 psych. I did that once.

14 Q Which one did you do once?

15 A Psych.

16 Q Medical, neuro, and psych one time.

17 Do you remember about how many times you worked
18 in the neuro department?

19 A Probably about 20 times.

20 Q And medical, is that the same as med-surg?

21 A Yes.

22 Q Also called 3M [phonetic]?

23 A Yes.

24 Q And what department is that? What kind of
25 patients are in that department?

1 A Patients that have medical problems and, also,
2 surgical problems.

3 Q Are there specific medical problems as to why
4 they would be -- I would think that people who are in the
5 neurological department would also have medical problems.
6 So why would a patient be in the medical?

7 MR. GRANBERRY: Calls for speculation. She's
8 not the hospital admin.

9 Go ahead.

10 THE WITNESS: What he said.

11 BY MS. ACHARYA:

12 Q You can answer the question.

13 MR. GRANBERRY: If you know.

14 BY MS. ACHARYA:

15 Q You worked there for a while.

16 A The medical people would be there if they, say,
17 were diabetic and their blood sugars were out of control;
18 and the docs there would try to regulate it, get it under
19 control. The surgical people would be there, say -- like
20 that one woman I was taking care of that I had my stroke,
21 she needed her appendix or gallbladder taken out; so they
22 do that there.

23 Q Okay. When you were working at Pacifica as a
24 temp, did you have a set schedule of shifts, or what
25 types of shifts did you work?

1 A Twelve hours.

2 Q Were they daytime or nighttime?

3 A Daytime.

4 Q Do you remember the names of the charge nurses
5 for those daytime shifts?

6 MR. GRANBERRY: Vague as to time. During when
7 she was working for the nurse registry?

8 MS. ACHARYA: Yes.

9 THE WITNESS: Amina was one of them. And the
10 other RNs took turns when, like, Amina would be off.

11 BY MS. ACHARYA:

12 Q What about for the -- when you worked shifts in
13 the neuro department, do you remember who the charge
14 nurse was for those shifts?

15 A No.

16 Q How many days a week did you work at Pacifica
17 while you were a temp?

18 A It varied.

19 Q Can you give me an estimate, or the range, that
20 it varied?

21 A Anywhere from two to four. They would book me,
22 but Pacifica would cancel me a lot.

23 Q When you joined Pacifica as a full-time employee
24 in September 2012, what position were you hired into?

25 A LVN.

1 based on memory, but I only want what you can remember,
2 okay? So I'm going to ask the question again.

3 To your knowledge, did Pacifica maintain any
4 types of policies regarding breaks?

5 MR. GRANBERRY: It's also vague as to
6 "policies." Do you mean handbook, written?

7 MS. ACHARYA: It's okay. It's based on her
8 understanding of the question. If she doesn't
9 understand, she can ask me to clarify. But I'd really
10 rather you not try to summarize my question.

11 MR. GRANBERRY: If you don't understand, ask for
12 clarification, please.

13 Go ahead.

14 MS. ACHARYA: As she was instructed to do in the
15 beginning.

16 MR. GRANBERRY: Maybe she forgot.

17 THE WITNESS: We got a lunch break, and two
18 breaks of, I think, 15 minutes.

19 BY MS. ACHARYA:

20 Q And how do you know about those policies?

21 A Somebody told me.

22 Q Do you remember who?

23 A No.

24 Q Do you remember when?

25 A No.

1 Q Can you try to estimate?

2 A Probably around the time I was hired there,
3 September '12.

4 Q Do you remember somebody telling you then, or
5 are you guessing that's when it must have been?

6 A I'm guessing.

7 Q Okay, no guessing. So if you don't remember,
8 then I just want you to say you don't remember. I know
9 it's sometimes tough.

10 A Okay.

11 MR. GRANBERRY: You can testify however you see
12 fit.

13 Go ahead.

14 THE WITNESS: Okay.

15 BY MS. ACHARYA:

16 Q How did you record your time on your lunch
17 breaks?

18 A We didn't.

19 Q So how -- what did you do?

20 A How did we record our lunch breaks?

21 Q Uh-huh.

22 A We didn't.

23 Q So how -- you would just leave for lunch?

24 A They'd just say, "Yeah, I've got to get
25 something to eat." And there was a little lunch room

1 there on the floor, and you'd go in there and you'd sit
2 and try to eat your food. It's best if you brought it
3 from home. But they were always interrupted -- always,
4 no exception. No exception -- by another nurse coming in
5 there saying, "The doctor wants to know about your
6 patient in blady [phonetic], blady room."

7 And we'd be like, "Well, what does he want to
8 know?"

9 "You got to come out. You got to come out and
10 talk to him."

11 So that was it, your lunch period was over.
12 Even if you just took ten minutes, it was gone, over.
13 You never got a chance to go back there and try to finish
14 your lunch.

15 Q When you're talking about the room, are you
16 referring to a nurses' lounge?

17 A Correct.

18 Q Did you always eat in the nurses' lounge?

19 A Correct.

20 Q Did you ever eat your lunch in your car?

21 A No.

22 Q You never had lunch in your car?

23 A No.

24 Q Did you ever have lunch in the cafeteria?

25 A No.

1 Q Did you ever go to buy food in the cafeteria?

2 A Yes.

3 Q And then you would take it to the nurses' lounge
4 to eat?

5 A Yes.

6 Q Did you ever tell your charge nurse that your
7 lunch was interrupted, and you wanted to go back and have
8 a 30-minute meal period?

9 A No.

10 Q Why not?

11 A I was taking care of patients. It did not
12 present itself that I should just leave that sick person
13 and go eat. Not my priority.

14 Q Did you ever tell any of your coworkers that
15 your lunch was interrupted?

16 A I didn't have to. They knew. They saw me come
17 out and start my work on the floor.

18 Q Who were --

19 A Whoever was there.

20 Q Can you try to tell me some names?

21 A Rochelle, Amina. Who was that kid? Abe. He
22 was an RN.

23 Q Anyone else?

24 A No, not that I recall.

25 Q Is it your testimony that throughout your

1 employment at Pacifica you never got a 30-minute period
2 for lunch?

3 A Maybe -- let me look at this. Maybe five times.

4 Q Do you have any knowledge if other nurses were
5 interrupted during their lunch?

6 A Yes.

7 Q Who?

8 A Tramy.

9 Q Anyone else?

10 A She would be the one sitting there when I was
11 there. And they would come in and get her out of there.

12 Q Do you know if Tramy ever reported to the charge
13 nurse that her lunch was interrupted?

14 A I don't know. She was an RN.

15 Q But did you report to the same charge nurse?

16 A Yes.

17 Q Anyone else that you know of who had interrupted
18 lunches at Pacifica?

19 A I can't remember now.

20 Q Is it your understanding that Pacifica
21 automatically deducted 30 minutes for your lunch break?

22 A Yes.

23 Q Did you ever tell anybody after your shift that
24 you didn't get a lunch break that day so you shouldn't
25 have the 30 minutes deducted?

1 Q So everybody kind of did their own thing at
2 Pacifica?

3 A Correct. It seemed like they were.

4 Q Did you ask anybody if there was anything you
5 could fill out?

6 A No.

7 Q Are you aware of any other employees at Pacifica
8 who filled out this form?

9 A No.

10 Q Are you aware of any employees at Pacifica who
11 wanted to fill out a form but did not know it existed?

12 A No.

13 Q Are you aware of whether there was something
14 called a meal period waiver at Pacifica?

15 A No.

16 Q This is just an example. Did you ever see
17 something like this at the time you were hired?

18 A No.

19 Q Are you aware of whether other employees got
20 something like this?

21 A I am not.

22 Q Did you ever hear anybody talk about a meal
23 period waiver form?

24 A No.

25 Q Are you aware if any employees at Pacifica

1 delivery.

2 Ms. Frencher, you will have an opportunity to
3 read it and correct anything if necessary and sign it
4 under penalty of perjury within, let's say, 30 days --

5 MR. GRANBERRY: Okay.

6 MS. ACHARYA: -- of the date of your receipt.

7 Mr. Granberry will advise all parties as to any
8 changes that Ms. Frencher may make to the transcript, or
9 whether or not the transcript has been signed.

10 In the event that the original transcript is not
11 signed, or the original is not available for any reason,
12 then we agree that an unsigned certified copy shall have
13 the same force and effect as a signed original for all
14 purposes. So stipulated?

15 MR. GRANBERRY: So stipulated.

16 (At the hour of 3:23 p.m., the deposition
17 was adjourned.)

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1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) SS.

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I, ALICIA RIOS, CSR 13277, a Certified Shorthand Reporter in and for the County of Los Angeles, State of California, do hereby certify;

That KYLE ELLEN FRENCHER, the witness named in the foregoing deposition, was, before the commencement of the deposition, duly administered an oath in accordance with CCP 2094;

That said deposition was taken down in stenograph writing by me and thereafter transcribed into typewriting under my direction.

I further certify that I am neither counsel for nor related to any party to said action, nor in anywise interested in the outcome thereof.

Dated this 19th day of July, 2016.



CERTIFIED SHORTHAND REPORTER
IN AND FOR THE COUNTY OF
LOS ANGELES
STATE OF CALIFORNIA

EXHIBIT 49

PACIFICA HOSPITAL OF THE VALLEY

PAYROLL PROCEDURES

1. An employee badge is issued as a result of a new hire, change of position, or lost badge.
2. The Kronos time recording equipment is interfaced with the IBM AS400. Access is limited to the MIS Director, and the payroll department for updating of information.
3. The Payroll Department does a daily poll of the time clocks to collect the prior day punches.
4. The results of the daily poll are forwarded to all the various supervisors for verification, confirmation and approval of the data and return to the Payroll Department.
5. The Payroll Department updates the Kronos data for all the changes received from the various Supervisors.
6. At each pay period end, the Payroll department distributes to the various supervisors the accumulated hours for final verification, signature, and return.
7. The Payroll Department updates any remaining changes as noted by the supervisors.
8. The Payroll Department will then "Pre-Post" the Kronos data to the MEDITECH Payroll Module for processing. (The MEDITECH system will retrieve the updated Kronos time recording system via an interface.)
9. The Payroll Department verifies the accuracy of the interface of the data received from Kronos, which is now in the MEDITECH Payroll Module.
10. The Payroll Department will verify the MEDITECH data before any checks are cut. This verification will include gross wages, taxes withheld, and employee deductions for reasonableness.
11. The Payroll Department will proceed with the processing of the payroll. Fiscal Services maintains a log of issued checks used for payroll.
12. After the payroll is processed, Fiscal Services accounts for all checks (issued and not issued) and keeps them in the Fiscal Services Department. (Reconciliation)
13. The payroll reports generated can be retrieved by Fiscal Services anytime from MEDITECH.
14. Fiscal Services verifies the accuracy of the data in the reports and works with the Payroll Department to resolve any discrepancies.
15. The Payroll Department issues check requests for all the various employee deductions and gives to Fiscal Services for payment.
16. After payroll is processed, Fiscal Services received Payroll Funding sheet from the payroll department, which outline the computation of tax liabilities and total Gross and Net payroll.
17. The Payroll department submits Payroll analysis and Variance reports to Administration and the Senior Management team.

18. At month end, quarter end, and year-end the Payroll Department closes the periods.
19. The Payroll Department verifies the monthly payroll accrual amounts generated by the system.
20. If after processing the payroll an error is found, the supervisor will complete a discrepancy form and submit it to the Payroll Department for verification back to the source documents. Any errors proven to be correct, a special check is issued. All manual checks are logged by Payroll department in chronological order.
21. The Payroll Department verifies the pay rates periodically from the MEDITECH system to the payroll files globally and any time there is a change in rates. Human Resources changes pay rates, deductions, and other employee information into the MEDITECH system from the Human Resources Personal Action notices.