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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

) **DECLARATION OF ARCHANA ACHARYA**
) **IN SUPPORT OF DEFENDANT PACIFICA OF**
) **THE VALLEY CORPORATION DBA**
) **PACIFICA HOSPITAL OF THE VALLEY'S**
) **OPPOSITION TO PLAINTIFF KYLE**
) **FRENCHER'S MOTION FOR CLASS**
) **CERTIFICATION**

) *Concurrently filed with Opposition to Class*
) *Certification and the Declaration of Patti Guevara*

) DATE: JANUARY 13, 2017

) TIME: 9:00 A.M.

) DEPT.: 322

) JUDGE: HON. ELIHU M. BERLE

) CASE FILED: SEPTEMBER 29, 2014

1 **DECLARATION OF ARCHANA ACHARYA**

2 I, Archana Acharya, declare as follows:

3 1. I am an attorney admitted to practice before all courts in the State of California, and am
4 an Associate at Foley & Lardner LLP, counsel of record for Pacifica of the Valley Corporation dba
5 Pacifica Hospital of the Valley (“Pacifica” of the “Hospital”). I have personal knowledge of the facts
6 contained in this declaration, and if called upon as a witness, I could and would competently testify
7 thereto.

8 **Deposition Transcripts**

9 2. On July 13, 2016, I deposed Plaintiff Kyle Frencher. True and correct copies of relevant
10 excerpts from Plaintiff’s deposition are collectively attached hereto as Exhibit 1.

11 3. On June 14, 2016, I defended the deposition of one of Pacifica’s Person Most
12 Knowledgeable, Patti Guevara. True and correct copies of relevant excerpts from Ms. Guevara’s
13 deposition are collectively attached hereto as Exhibit 2.

14 4. On June 14, 2016, I defended the deposition of another one of Pacifica’s Person Most
15 Knowledgeable, Susan Standley. True and correct copies of relevant excerpts from Ms. Guevara’s
16 deposition are collectively attached hereto as Exhibit 3.

17 **Declarations of Pacifica Non-Exempt Employees Who Worked With or Knew Plaintiff**

18 5. On February 11, 2016, I obtained a declaration from Plaintiff’s co-worker and Charge
19 Nurse, Amina Mohammed. A true and correct copy of this declaration, which was produced to Plaintiff
20 on June 14, 2016, is attached hereto as Exhibit 4.

21 6. On February 23, 2016, I obtained a declaration from Plaintiff’s co-worker, Tra My
22 Nguyen. A true and correct copy of this declaration, which was produced to Plaintiff on June 14, 2016,
23 is attached hereto as Exhibit 5.

24 7. On February 23, 2016, I obtained a declaration from Plaintiff’s co-worker Selma
25 Agsaulio. A true and correct copy of this declaration, which was produced to Plaintiff on June 14, 2016,
26 is attached hereto as Exhibit 6.

27 8. On February 23, 2016, I obtained a declaration from Plaintiff’s co-worker Martha
28 Henriquez. A true and correct copy of this declaration, which was produced to Plaintiff on June 14,

1 2016, is attached hereto as Exhibit 7.

2 9. On February 23, 2016, I obtained a declaration from Plaintiff's co-worker Lynn
3 Sebastian. A true and correct copy of this declaration, which was produced to Plaintiff on June 14,
4 2016, is attached hereto as Exhibit 8.

5 10. On February 24, 2016, I obtained a declaration from Plaintiff's co-worker Minin
6 McDonald. A true and correct copy of this declaration, which was produced to Plaintiff on June 14,
7 2016, is attached hereto as Exhibit 9.

8 11. On March 1, 2016, I obtained a declaration from Plaintiff's co-worker Angelica Salmon.
9 A true and correct copy of this declaration, which was produced to Plaintiff on June 14, 2016, is
10 attached hereto as Exhibit 10.

11 12. On March 1, 2016, I obtained a declaration from Plaintiff's co-worker Marleny Martinez.
12 A true and correct copy of this declaration, which was produced to Plaintiff on June 14, 2016, is
13 attached hereto as Exhibit 11.

14 13. On March 3, 2016, I obtained a declaration from Plaintiff's co-worker Dania Cruz. A
15 true and correct copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached
16 hereto as Exhibit 12.

17 **Declarations of Pacifica Supervisors**

18 14. On October 31, 2016, I obtained a declaration from Denise Smythe. A true and correct
19 copy of this declaration is attached hereto as Exhibit 13.

20 15. On October 31, 2016, I obtained a declaration from Melissa Mitchell. A true and correct
21 copy of this declaration is attached hereto as Exhibit 14.

22 16. On October 31, 2016, I obtained a declaration from Tante Melchor. A true and correct
23 copy of this declaration is attached hereto as Exhibit 15.

24 17. On October 31, 2016, I obtained a declaration from Alex Boyko. A true and correct copy
25 of this declaration is attached hereto as Exhibit 16.

26 18. On October 31, 2016, I obtained a declaration from Deborah Lomax. A true and correct
27 copy of this declaration is attached hereto as Exhibit 17.

28 19. On October 31, 2016, I obtained a declaration from Orlando Gonzalez. A true and

1 correct copy of this declaration is attached hereto as Exhibit 18.

2 20. On November 2, 2016, I obtained a declaration from Alan Concepcion. A true and
3 correct copy of this declaration is attached hereto as Exhibit 19.

4 21. On November 2, 2016, I obtained a declaration from Jesus Gomez. A true and correct
5 copy of this declaration is attached hereto as Exhibit 20.

6 22. On November 2, 2016, I obtained a declaration from Jose Aguilar. A true and correct
7 copy of this declaration is attached hereto as Exhibit 21.

8 23. On November 2, 2016, I obtained a declaration from Karen Doss. A true and correct
9 copy of this declaration is attached hereto as Exhibit 22.

10 24. On November 2, 2016, I obtained a declaration from Ronald Campbell. A true and
11 correct copy of this declaration is attached hereto as Exhibit 23.

12 **Declarations From A Sampling Of Pacifica Non-exempt Employees**

13 25. On February 11, 2016, I obtained a declaration from Lisa Bernal. A true and correct
14 copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit
15 24.

16 26. On February 24, 2016, I obtained a declaration from Jose Gomez. A true and correct
17 copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit
18 25.

19 27. On February 24, 2016, I obtained a declaration from Jorge Moran. A true and correct
20 copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit
21 26.

22 28. On March 1, 2016, I obtained a declaration from Vilma Moran. A true and correct copy
23 of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit 27.

24 29. On March 3, 2016, I obtained a declaration from Cathy Huss Havardi. A true and correct
25 copy of this declaration is attached hereto as Exhibit 28.

26 30. On March 3, 2016, I obtained a declaration from Danny Granadeno. A true and correct
27 copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit
28 29.

1 31. On March 3, 2016, I obtained a declaration from Wilhemina Garay. A true and correct
2 copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit
3 30.

4 32. On March 3 2016, I obtained a declaration from Maria Huanca. A true and correct copy
5 of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit 31.

6 33. On March 3 2016, I obtained a declaration from Maria Arteaga. A true and correct copy
7 of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as Exhibit 32.

8 34. On March 10, 2016, I obtained a declaration from Leticia Gonzalez Sandoval. A true and
9 correct copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as
10 Exhibit 33.

11 35. On March 10, 2016, I obtained a declaration from Mary Lou Hernandez. A true and
12 correct copy of this declaration, which was produced to Plaintiff on June 14, 2016, is attached hereto as
13 Exhibit 34.

14 **Discovery**

15 36. On July 15, 2015, Pacifica produced over 2,500 pages of electronic time records from
16 Pacifica's employees, ranging from 2010-2013. The documents were Bates marked Pacifica_000114-
17 002663. Each of these time records showed, among other things, the date worked, the actual time in and
18 time out, the rounded time in and time out, and the total hours calculated for payroll. A sampler of this
19 production is attached hereto as Exhibit 35.

20 37. True and correct copies of Plaintiff's electronic time punches – which show the date
21 worked, the actual time in and time out, the rounded time in and time out, and the total hours calculated
22 for payroll, and which clearly show that time entries round up and down based on a neutral set of
23 parameters – are attached hereto as Exhibit 36.

24 38. I have reviewed the electronic time punches of some of the putative class members who
25 submitted declarations in support of Plaintiff's Motion. True and correct copies of a sample of these
26 electronic time punches – which also clearly show that time entries round up and down based on a
27 neutral set of parameters – are attached hereto as Exhibit 37.

28 39. On September 22, 2015, Pacifica produced a copy of its Punch Variance Form, Bates

1 marked Pacifica_002722, a true and correct copy of which is attached hereto as Exhibit 38.

2 40. On August 25, 2016, Pacifica served Responses to Plaintiff's Special Interrogatories Set
3 Three, a true and correct copy of which is attached hereto as Exhibit 39.

4
5 I declare under penalty of perjury under the laws of California that the foregoing is true and
6 correct.

7 Executed this 15th day of November, 2016 at Los Angeles, California.

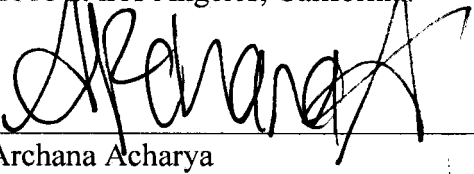
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9
10 Archana Acharya

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL CIVIL WEST

KYLE FRENCHER, ON BEHALF OF)
HERSELF AND OTHERS SIMILARLY)
SITUATED,)

Plaintiff,)

vs.)

CASE NO. BC559056

PACIFICA OF THE VALLEY)
CORPORATION DBA PACIFICA)
HOSPITAL OF THE VALLEY; AND)
DOES 1 TO 100, INCLUSIVE,)

Defendants.)

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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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
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FOR THE DEFENDANTS:

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SUITE 3500
LOS ANGELES, CALIFORNIA 90071-2411
213.972.4500
AACHARYA@FOLEY.COM

ALSO PRESENT:

PATTI GUEVARA

1 A I don't remember.

2 Q Why did you leave the Cleveland Clinic?

3 A Because I moved to Michigan.

4 Q And then what was the next job that you had?

5 A Michigan? I worked at a place -- I went to
6 another hospital.

7 Q Do you remember the name of the hospital?

8 A I remember it was on John R. That was the name
9 of the street.

10 Q What was it? Could you repeat that for me?

11 A John R.

12 Q And do you remember about how long you worked
13 there?

14 A About five years, I think.

15 Q Do you remember what kind of shift schedule you
16 worked at that hospital?

17 A Eight hours.

18 Q Do you remember how breaks were handled at that
19 hospital for you?

20 MR. GRANBERRY: Vague as to "handled."

21 Go ahead.

22 THE WITNESS: The charge nurse would tell you
23 when you could go on your break.

24 BY MS. ACHARYA:

25 Q Was it a set time every day, if you can

1 remember?

2 A I don't believe so.

3 Q Was there one charge nurse per shift?

4 MR. GRANBERRY: Calls for speculation.

5 If you know.

6 THE WITNESS: Yeah, I believe.

7 BY MS. ACHARYA:

8 Q So your breaks were -- in this hospital in

9 Michigan, to your understanding, your breaks were

10 scheduled based on your charge nurse each shift, right?

11 MR. GRANBERRY: Misstates --

12 THE WITNESS: Correct.

13 MR. GRANBERRY: -- testimony.

14 BY MS. ACHARYA:

15 Q Thank you.

16 After that hospital in Michigan, where did you
17 go next?

18 A Michigan. Kalamazoo, Michigan. I worked at a
19 hospital called Borgess.

20 Q And what was your reason for leaving the
21 hospital on John R Street and going to Kalamazoo?

22 MR. GRANBERRY: Objection; violates her privacy.
23 The reasons for her separation are irrelevant. It's a
24 violation of her privacy.

25 You don't have to answer that.

1 MR. GRANBERRY: I'm telling you not to.

2 BY MS. ACHARYA:

3 Q Do you want to answer?

4 A No answer.

5 Q How long were you at Kalamazoo? This hospital
6 in Kalamazoo, how long did you work there?

7 A Maybe about five years.

8 Q Do you remember what kind of shift schedule you
9 had at Borgess Hospital?

10 A I worked graveyard. So I think it was eight
11 hours.

12 Q And do you remember if at this hospital the
13 charge nurse also scheduled the breaks?

14 A Yes.

15 Q And was it the same as the hospital on John R,
16 where each shift had its own charge nurse?

17 A Yes.

18 Q Are you aware of how any other charge nurses
19 scheduled breaks for other shifts?

20 MR. GRANBERRY: Calls for speculation.

21 THE WITNESS: No.

22 BY MS. ACHARYA:

23 Q And after working at Borgess, where did you go
24 next?

25 A We moved here to California, and I went to

1 Cedars-Sinai.

2 MR. GRANBERRY: Right next to my house.

3 THE WITNESS: Oh.

4 BY MS. ACHARYA:

5 Q Was that in Los Angeles?

6 A Correct.

7 Q And for how long were you at Cedars?

8 A Seven years.

9 Q And do you remember what your shift schedule was
10 at Cedars?

11 A We had 12-hour shifts. I worked graveyard, 7P
12 to 7A.

13 Q And do you remember how the shift schedule was
14 determined at Cedars-Sinai for your breaks? The same
15 thing, the charge nurse?

16 A Yeah.

17 Q And like the other hospitals we've talked about,
18 is it your understanding that each charge nurse scheduled
19 the shifts [sic] for that shift, whoever was working on
20 that shift?

21 MR. GRANBERRY: Calls for speculation.

22 Go ahead.

23 THE WITNESS: Yeah.

24 BY MS. ACHARYA:

25 Q Do you remember -- about what year did you leave

1 the charge nurse.

2 Q So you had some flexibility with when you would
3 go on your rest break, when you would go on your lunch
4 break, with the other nurses working that shift?

5 MR. GRANBERRY: Misstates testimony.

6 Go ahead.

7 BY MS. ACHARYA:

8 Q Is that true?

9 A Yeah.

10 Q Was that different than how it was at Cedars
11 with the scheduling, or at Cedars could you also work
12 with the nurses to figure out when you would go on a
13 break?

14 A I don't remember.

15 Q You don't remember. Okay, that's okay.
16 When did you stop working for Kaiser?

17 A Kaiser? December 2010.

18 Q And what did you do after that?

19 A I did a little registry. And then in 2012,
20 September, I got a job at Pacifica.

21 Q When you say "did a little registry," is that a
22 nurse registry, like a temp agency kind of?

23 A Yeah.

24 Q So you could work different shifts at different
25 places; is that correct?

1 the future?

2 MR. GRANBERRY: Irrelevant, violates her
3 privacy, but I'll let her answer.

4 Go ahead.

5 THE WITNESS: No.

6 BY MS. ACHARYA:

7 Q So throughout this very lengthy period that you
8 were working as a nurse, were you ever part of a union?

9 A Yeah, Kaiser.

10 Q Were you part of a union before you joined
11 Kaiser?

12 A I'm trying to remember --

13 Q It's okay, take your time.

14 A -- if Cedars had a union. I don't remember.

15 Q Were you part of a union when you were working
16 at the nurse registry?

17 A No.

18 Q Were you part of a union when you were working
19 at Pacifica?

20 A Yeah.

21 Q Did you ever attend union meetings when you were
22 working at Kaiser or Pacifica?

23 A Kaiser, yes. Pacifica, I didn't even know the
24 union rep. She never introduced herself to me or -- I
25 didn't even know they had a union. I just know they took

1 money out of my check for it.

2 Q So you did know that there was a union or you
3 did not know?

4 A I knew there was a union because I saw my dues
5 come out of my check. But the person I did not know.

6 Q Did you ever ask anybody who the union rep would
7 be?

8 A Yes, I did.

9 Q Who did you ask?

10 A I don't remember. Different people.

11 Q Did you ever get a collective bargaining
12 agreement when you were at Kaiser?

13 A That's why I was trying to find the union rep.
14 So I could get the -- what you said, the bargaining
15 agreement. I wanted to know my rights. But...

16 Q So this was at Pacifica you're talking about?

17 A Right.

18 MR. GRANBERRY: Her question was at Cedars.

19 MS. ACHARYA: No, it was at Kaiser.

20 Q That's okay. If we're talking about Pacifica,
21 let's just focus on Pacifica right now.

22 So you said you had asked somebody who the union
23 rep was, but you don't remember who you asked. Do you
24 remember asking any of the other nurses on your shift?

25 MR. GRANBERRY: Asked and answered.

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 whose name you can't remember, correct?

2 A Correct.

3 Q So I'm trying to get an idea of what is the
4 percentage of shifts you worked with Amina as the charge
5 nurse, and what are the percentage of the shifts you
6 worked with the other individual. Was it 50/50? Or were
7 most of your shifts with Amina as the charge nurse, or
8 were most of your shifts with the other representative as
9 the charge nurse?

10 A Amina.

11 Q Most of them were with Amina?

12 A (No audible response.)

13 Q Thank you. Yes?

14 A Yes.

15 Q Do you remember the names of any of the other
16 nurses who worked the same shift as you?

17 A There was a Sheila. In fact, there were two
18 Sheilas. There was -- what was her name? Tramy. There
19 were three Sheilas. And Abigail. That's all I can
20 recall right now.

21 Q If over the course of the deposition you
22 remember any of their names, feel free to let me know,
23 okay?

24 A All right.

25 Q About how many nurses worked the same shift as

1 A When I was going home.

2 Q From the time you clocked in to the time you
3 clocked out, you never went outside of the building?

4 A No.

5 Q When would you take your rest breaks during your
6 shift?

7 A When I had time.

8 Q Did the charge nurse create a schedule every
9 shift?

10 A No.

11 Q It was up to each nurse to take the rest break
12 when she wanted?

13 A Correct.

14 Q What about the lunch breaks, did the charge
15 nurse create a schedule, or could you go when you wanted
16 to?

17 A Yeah, when you wanted to.

18 Q When you wanted to.

19 So each nurse took the break whenever they saw
20 fit during their shift; is that correct?

21 A Correct.

22 MR. GRANBERRY: Calls for speculation.

23 Go ahead.

24 BY MS. ACHARYA:

25 Q You said "correct"?

1 A Yeah.

2 Q Do you have any knowledge of how many breaks
3 other nurses in your shift took?

4 A No.

5 Q So is it fair to say you have no knowledge of
6 how many breaks other employees in other departments
7 took?

8 A Correct.

9 Q Did you have to tell anybody when you were
10 leaving on either your rest or your lunch break?

11 A Yes.

12 Q Who did you have to tell?

13 A Either another nurse or the charge nurse. She
14 was sitting in the desk.

15 Q Did the charge nurse ever tell you that you
16 could not leave for your break?

17 A Not to my knowledge.

18 Q So you could go when you wanted to on your
19 break?

20 A Correct. Or when the other nurses had come
21 back. Some of them would take long breaks.

22 Q Like how long?

23 A Maybe 45 minutes.

24 Q For their lunch break?

25 A (No audible response.)

1 Q Do you know if they had to clock out for their
2 lunch break, or they were on the auto deduct, too?

3 A They didn't.

4 Q Did anybody ever tell them they had to come back
5 early from their break?

6 A I have no knowledge of that.

7 Q Do you know who were the ones who took these
8 long breaks?

9 A No.

10 Q Were there a lot of them who took the long
11 breaks?

12 A Mainly the Filipinos. Because they worked
13 together forever, and they knew each other, and very
14 clique-ish.

15 Q Did they go together --

16 A Correct.

17 Q -- on their breaks?

18 Do you know if anybody ever got in trouble for
19 taking too long of a break?

20 A I do not.

21 Q Do you know if Pacifica deducted more time from
22 the people's paychecks if they took longer breaks?

23 A I do not know.

24 Q Do you know if employees in any of the other
25 departments clocked out for their lunch break?

1 A I do not know.

2 Q Do you know if any other nurses in your
3 department took multiple lunch breaks during their shift?

4 A No, I do not know that.

5 Q Do you know if any of the nurses in your
6 department took multiple rest breaks during their shift?

7 A No, I do not know.

8 Q Did you ever clock out for your lunch break and
9 clock back in afterwards?

10 A No.

11 Q Did you know if that was an option?

12 A No. I did not know it was an option.

13 Q Did you ask anybody if you could clock out and
14 clock back in?

15 A If I did not know, how could I ask somebody of
16 the option, you know?

17 Q Did you ever want to clock out for your lunch
18 break?

19 A I didn't know I had to, or if I -- if it wasn't
20 offered to me, how would I know if I wanted to do it or
21 not?

22 Q When you were at Kaiser, did you clock out for
23 lunch, or was that auto deduct?

24 A That was -- we clocked out and clocked in.

25 Q When you were at Cedars-Sinai, did you clock out

1 A No.

2 Q Do you have any knowledge how rest or lunch
3 breaks are scheduled in the behavioral health department?

4 A No.

5 Q Do you have any knowledge how lunch or rest
6 breaks are scheduled in the OB/GYN department?

7 A No.

8 Q Do you have any knowledge how rest or lunch
9 breaks are scheduled in Pacifica's nursery department?

10 A No.

11 Q Do you have any knowledge how lunch or rest
12 breaks are scheduled in Pacifica's adult neurological
13 department?

14 A Yeah.

15 Q And what is that knowledge? How are they
16 scheduled there?

17 A They are scheduled by the charge nurse.

18 Q The charge nurse schedules specific times for
19 each person to go on their lunch breaks?

20 A Right.

21 Q And does the charge nurse schedule specific
22 times for each person to go on their rest breaks?

23 A I assume.

24 Q I don't want you to assume. Just based on
25 your -- I think you said you worked maybe, I think, 20

1 shifts -- wait, 20 or five? I wrote it down.

2 Just based on your experiences in the

3 neurological department, did the charge nurse tell you

4 when to go on your rest break?

5 A No.

6 Q You could go whenever you wanted to?

7 A When you had a minute, yes.

8 Q And do you have any knowledge how other

9 employees in the neurological department took their
10 breaks?

11 A No.

12 Q Do you have any knowledge how lunch or rest
13 breaks are scheduled in the emergency care department?

14 A No.

15 Q Do you have any knowledge how lunch or rest
16 breaks are scheduled in the labor and delivery
17 department?

18 A No.

19 Q Do you have any knowledge how lunch or rest
20 breaks are scheduled in the surgery department?

21 A That's the same as med-surg.

22 Q Okay. So that's the one you have knowledge of.
23 Do you have any knowledge how lunch or rest breaks are
24 scheduled in the central supply department?

25 A No.

1 Q Do you know if anybody at Pacifica complained
2 that he or she didn't get their rest breaks?

3 A No.

4 Q And I just want to confirm. You yourself, did
5 you complain to anybody at Pacifica that you felt you
6 were not getting your lunch breaks?

7 A No.

8 Q Did you complain to anybody at Pacifica that you
9 felt you were not getting your rest breaks?

10 A No.

11 Q And why not?

12 A I was more concerned with the patients.

13 Q When you went on your breaks at Pacifica, did
14 you take a break at the same time as anybody else or did
15 you just go on your breaks on your own?

16 A Yes, the second one.

17 Q You went on your own?

18 A Right.

19 Q So each person took their breaks on their own?

20 MR. GRANBERRY: Misstates testimony. She said
21 she did.

22 Go ahead.

23 THE WITNESS: I took mine when I could.

24 BY MS. ACHARYA:

25 Q Okay. Do you have any knowledge how rest or

1 lunch breaks are scheduled since the time you stopped
2 working at Pacifica?

3 A No.

4 Q Now, you mentioned earlier that you smoke
5 cigarettes; is that correct?

6 A Correct.

7 Q And I believe you said you started smoking in
8 your twenties, maybe?

9 A Maybe, yeah.

10 Q And have you smoked consistently throughout the
11 years?

12 A Yeah, on and off.

13 Q When you were at Pacifica, did you smoke
14 cigarettes?

15 A Yeah.

16 Q Do you remember about how many cigarettes you
17 smoked each day?

18 A When I was at Pacifica, I would smoke one or two
19 before I started my shift. And then after I finished my
20 shift and I clocked out and was ready to go home, I would
21 have one or two on my way home.

22 Q Is it your testimony that when you were at
23 Pacifica you never smoked cigarettes during your shift?

24 A Correct.

25 Q So if some of your coworkers stated that you

1 BY MS. ACHARYA:

2 Q Did you ever ask anybody during your shift if
3 you could go outside for a smoke break?

4 A No.

5 Q I think I asked this before, but I can't
6 remember. Did anybody at Pacifica ever tell you that you
7 could not leave and go on your break?

8 A Not to my recall.

9 Q Did you ever ask anybody at Pacifica for a
10 second lunch break during your shift?

11 A I didn't know I was allowed a second lunch
12 break.

13 Q Do you have any knowledge of whether anyone else
14 asked for a second lunch break and was told they could
15 not go?

16 A No, I do not.

17 Q Do you have any knowledge of whether other
18 nurses did take second meal periods?

19 A No, I do not.

20 Q Why did you choose to always take your lunch
21 breaks in the nurses' lounge as opposed to the cafeteria
22 or in your car outside?

23 A It was close.

24 Q Close to walk to?

25 A Correct. And with that little amount of time,

1 correct?

2 A Correct.

3 MR. GRANBERRY: Asked and answered.

4 THE WITNESS: Oh.

5 MR. GRANBERRY: That's okay.

6 BY MS. ACHARYA:

7 Q On these moments when you were having
8 interrupted lunch breaks, can you give me the names of
9 anybody else who was with you?

10 MR. GRANBERRY: Asked and answered at least to
11 some extent.

12 Go ahead.

13 THE WITNESS: Tramy.

14 BY MS. ACHARYA:

15 Q Anybody else?

16 A No. That I can remember.

17 Q Can you remember who was the one who interrupted
18 you?

19 A Not right now, no. It was a long time ago.

20 Q I understand. But I believe your testimony is
21 that over the course of your employment at Pacifica there
22 were only five times that you got complete lunch breaks,
23 meaning all the other times they were interrupted; is
24 that correct?

25 A Correct.

1 Q So for all those other times, can you do your
2 best to try to tell me who else was with you, or who was
3 the one interrupting your lunch break?

4 MR. GRANBERRY: Asked and answered.

5 But you can go ahead.

6 THE WITNESS: It was mainly Tramy I was eating
7 with.

8 BY MS. ACHARYA:

9 Q Okay.

10 A And anyone from a nurse, to even a doctor or a
11 physical therapist, would poke their head in and say,
12 "Kyle, can you come out? We have a question on your
13 patient."

14 I'd be like, "Sure." And I'd go out, and I'd
15 never get back to my lunch.

16 Q Did you ever tell any of those interrupting
17 people that you were on a lunch break?

18 A Yes, I did.

19 Q And to the best that you can remember, what was
20 their response to you?

21 A "It doesn't matter. You need to come out
22 anyway."

23 Q And you cannot remember any one of those
24 interrupting people's names?

25 MR. GRANBERRY: Asked and answered.

1 THE WITNESS: Yeah, I already told you.

2 BY MS. ACHARYA:

3 Q No, you told me Tramy was with you.

4 MR. GRANBERRY: She told you she didn't recall.

5 BY MS. ACHARYA:

6 Q But do you remember any of those doctors,
7 physical therapists, any nurses?

8 A I don't remember their names. They just exist.

9 Q And after that interrupted break, did you ever
10 try to go back and have a full 30-minute --

11 A No.

12 Q -- break?

13 MR. GRANBERRY: Objection; asked and answered.
14 Go ahead.

15 Give me a moment to object so we're not talking
16 over each other.

17 THE WITNESS: Sorry. Sometimes I don't hear
18 you.

19 MR. GRANBERRY: That's okay. I'll face this
20 way.

21 MS. ACHARYA: So we've been going for about an
22 hour. Do you feel okay to keep going? Do you want to
23 take a break?

24 THE WITNESS: How much longer do you feel we've
25 got?

1 A No.

2 MS. ACHARYA: I guess we can make this Exhibit
3 Number 2.

4 MR. GRANBERRY: Thank you.

5 (Exhibit 2 was marked and is attached
6 hereto.)

7 THE WITNESS: I didn't know this existed.

8 BY MS. ACHARYA:

9 Q Did you ever ask anybody if there was a form or
10 something you could fill out in order to reflect that you
11 did not get your meal period for that day?

12 A No, I did not.

13 Q If you missed your lunch breaks at Kaiser, what
14 was the process of reporting that missed break, if any
15 process?

16 A You could call the department's secretary and
17 tell him -- Michael Mallard, "I did not get a lunch
18 break." And he would correct it on the time.

19 Q Did you ever try to do something like that at
20 Pacifica?

21 A No.

22 Q Why not?

23 A I didn't know it existed at Pacifica. They were
24 not organized. Kaiser's a huge, huge -- they're very
25 organized. Because -- Pacifica, no.

1 Q Okay. Then that answers the question.

2 So other than the 30 minutes that were auto
3 deducted and your question about how overtime was paid on
4 your paycheck, was there anything else that you -- before
5 you saw your attorney -- thought was an issue during your
6 employment at Pacifica?

7 A I just had a gut feeling I wasn't being paid
8 right. I mean, I came from Kaiser, who is a high-paying
9 hospital, who has their shit together, basically. And I
10 moved to Pacifica, who seemed like a bunch of loo-loos
11 running around with their heads cut off. They didn't
12 know what was going on. I would ask questions, and
13 they'd be like, "Well, go ask so-and-so. Go knock on
14 so-and-so's door." So-and-so wasn't there. So I didn't
15 like that work environment. It was very stressful.

16 Q A couple of follow-up questions.

17 Did you ever -- I know you said you talked to a
18 few people, or you would ask a few people, and they would
19 send you to different directions. Can you remember the
20 names of anybody that you talked to? Or if you can't
21 remember their names, can you try to describe them for me
22 just so I can try to figure out who those people might
23 be?

24 A No. I know there was a large Filipino girl
25 in -- I don't even know what they call the department.

1 STATE OF CALIFORNIA)
2) SS.
3 COUNTY OF LOS ANGELES)

4 I, ALICIA RIOS, CSR 13277, a Certified
5 Shorthand Reporter in and for the County of Los Angeles,
6 State of California, do hereby certify;

7 That KYLE ELLEN FRENCHER, the witness named in
8 the foregoing deposition, was, before the commencement of
9 the deposition, duly administered an oath in accordance
10 with CCP 2094;

11 That said deposition was taken down in
12 stenograph writing by me and thereafter transcribed
13 into typewriting under my direction.

14 I further certify that I am neither counsel
15 for nor related to any party to said action, nor in
16 anywise interested in the outcome thereof.

17
18 Dated this 19th day of July, 2016.

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CERTIFIED SHORTHAND REPORTER
IN AND FOR THE COUNTY OF
LOS ANGELES
STATE OF CALIFORNIA

EXHIBIT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of)
herself and others similarly)
situated,)
)
Plaintiff,)
)
vs.)
)
PACIFICA OF THE VALLEY)
CORPORATION dba PACIFICA)
HOSPITAL OF THE VALLEY; and)
DOES 1 to 100, inclusive,)
)
Defendants.)
_____)

Case No. BC559056

DEPOSITION OF PATTI GUEVARA
Beverly Hills, California
Tuesday, June 14, 2016

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

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APPEARANCES:

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Los Angeles, California 90071
(213)972-4500

Also Present:

SUSAN STANDLEY

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

3 A Okay.

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

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

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

19 A Yes.

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

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

1 the work areas, correct?

2 A Yes.

3 Q And there is the CBA?

4 A Let me go back on the policies for each

5 department. So each department has policies that

6 pertain to their department. And then there are

7 policies per human resources, policies for

8 administration, and all of these policies are in their

9 own binders. So I'm going to say HR's policy binder is

10 about that thick.

11 MS. ACHARYA: Can you give an estimate?

12 THE WITNESS: About an inch. About an inch

13 thick.

14 BY MR. LAVI:

15 Q All right.

16 A So if someone wanted to review a policy for

17 human resources, they would need to just go to that

18 binder and review the policies there.

19 Q Or they could go to the employee handbook?

20 A Or they -- yes. They could go to their
21 employee handbook or they could contact human resources.

22 Q Right. Other than the employee handbook, which

23 is handed to employees, the binders that are at the

24 workstations and the CBA, are there any other documents

25 that deal with meal breaks for non-exempt employees?

1 BY MR. LAVI:

2 Q RNs, LVNs, CNAs.

3 A That I couldn't tell you.

4 Q Is it more than 20?

5 A No.

6 Q More than 10?

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

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

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

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

14 A Yes.

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

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

20 A I'm sorry. Repeat the question?

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

23 A Yes.

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

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

3 BY MR. LAVI:

4 Q You can answer.

5 A Yes. Everyone reports to someone.

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

9 A No.

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

12 BY MR. LAVI:

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

15 A The charge nurse.

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

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

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

25 MS. ACHARYA: Objection. Assumes facts, lacks

1 foundation.

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

4 BY MR. LAVI:

5 Q And if you look at the meal break policy and
6 procedure that you read, it says, "Every effort will be
7 made to schedule your meal period as close to the middle
8 of the shift as possible," right?

9 A Yes.

10 Q And employees don't get to decide when to take
11 their rest breaks, right?

12 MS. ACHARYA: Objection. Assumes facts, lacks
13 foundation.

14 THE WITNESS: They do.

15 BY MR. LAVI:

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

17 A As long as the -- depending on, again, if it's
18 a nursing floor, they need to notify their charge nurse
19 in order for them to take a break.

20 Q Right. So they still have to let someone else
21 know they are taking --

22 A Yes. They need to let someone know that -- if
23 they're leaving the unit, they need to let someone know
24 because someone needs to cover their patients.

25 Q Exactly. And typically meal and rest breaks

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

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

5 BY MR. LAVI:

6 Q You can answer.

7 A Are scheduled by charge nurses.

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

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

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

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

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

23 A That's correct.

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

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

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

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

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

13 A Okay.

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

17 A Correct.

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

21 A Correct.

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

25 A Correct.

1 orientation or not?

2 A I don't know.

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

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

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

10 A All right.

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

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

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

19 MS. ACHARYA: Objection. Vague and overbroad.

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

22 BY MR. LAVI:

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

1 policies?

2 A None that I'm aware of.

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

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

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

11 A I couldn't answer that.

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

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

17 A I couldn't answer that.

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

21 MS. ACHARYA: Objection, assumes facts.

22 THE WITNESS: Yes.

23 BY MR. LAVI:

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

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

3 MS. ACHARYA: Same objection.

4 THE WITNESS: No.

5 BY MR. LAVI:

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

8 A Yes.

9 Q What are meal break waivers?

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

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

14 A Yes.

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

17 A Yes.

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

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

24 BY MR. LAVI:

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

1 A I don't know.

2 Q Has anyone ever told you that employees have
3 waived their second meal breaks?

4 A Let me say this. Employees, if they feel that
5 they are entitled to something and did not get
6 something, they would have gone to their union
7 immediately, and I would have received either a
8 grievance, a phone call, something letting me know that
9 the employee did not receive A, B or C.

10 Q Okay.

11 A And that would have been corrected at that
12 time.

13 Q You looked at the employee handbook and you
14 agreed that the employee handbook did not inform the
15 employees that they were entitled to a second lunch
16 break if they worked more than ten hours, right?

17 A Yes.

18 Q You looked at the CBA, and the CBA never
19 informs the employees that they are entitled to a second
20 lunch break, correct?

21 A Yes.

22 Q So if the employees are not informed they are
23 entitled to second lunch break, they don't know it,
24 right?

25 MS. ACHARYA: Objection. Assumes facts, lacks

1 foundation, speculation.

2 BY MR. LAVI:

3 Q Right?

4 A However, if they are receiving the meal waiver
5 for the second meal, they would have known that there is
6 a second meal.

7 Q And that's as to the employees who have signed
8 the meal break waiver, right?

9 MS. ACHARYA: Objection. Lacks foundation,
10 assumes facts.

11 THE WITNESS: Regardless if they have signed it
12 or not, they would have received it during their time of
13 employment.

14 BY MR. LAVI:

15 Q Let's look at Exhibit No. 7. Can you take a
16 look at Exhibit No. 7 and tell me, where does it say to
17 the employees who have received that waiver and did not
18 sign it that they are entitled to a second lunch break
19 if they work more than ten hours.

20 A It does not.

21 Q So let's look at Exhibit No. 8. Where does
22 Exhibit No. 8 tell the employees they are entitled to a
23 second lunch break if they work more than ten hours?

24 A It does not say that.

25 Q So neither of the waivers inform the employees

1 BY MR. LAVI:

2 Q Go ahead.

3 A So on rest -- on breaks, employees --

4 Q Which breaks?

5 A Their 10-, 15-minute breaks.

6 Q Rest breaks?

7 A Rest breaks. Employees take multiple rest
8 breaks throughout the day. No one is monitoring how
9 many breaks they take. I have to say employees are --
10 basically run the place and are allowed to take as many
11 breaks as they need.

12 Q If employees take too many 10-minute rest
13 breaks or 15-minute rest breaks, they get disciplined,
14 right?

15 A No.

16 Q So employees could take four 10-minute rest
17 breaks in an hour and there would be no discipline?

18 A No.

19 Q So basically an employee comes to work, clocks
20 in at 6:00 a.m. and takes a break from 6:00 a.m. to
21 6:10; comes back to work, work ten more minutes, takes
22 another ten minutes; comes back to work, work ten more
23 minutes, take ten minutes of rest break; comes back to
24 work, takes ten minutes of rest break. Is your
25 testimony that an employee is not going to get

1 and others they are allowed to take.

2 Q Ms. Guevara, why don't you take a look at
3 Exhibit No. 5. I want you to go to Pacifica 94. Do you
4 have that?

5 A Yes.

6 Q What's Pacifica 94?

7 A This is the policy on attendance.

8 Q And this is the policies, procedures and
9 responsibilities of employees and supervisors, right?

10 A Yes. This is the policy; however, employees
11 don't always follow all policies.

12 Q I understand that. But according to the
13 policies, it says that the supervisors or directors must
14 notify employees of their starting, ending, meal and
15 break times. Do you see that?

16 A Yes.

17 Q So Pacifica's policies, procedures and
18 practices in the human resources' manual informs the
19 employees and the supervisors that the supervisors are
20 to notify the employees of their meal and rest break
21 times, right?

22 MS. ACHARYA: Objection. Lacks foundation,
23 assumes facts.

24 THE WITNESS: This is our guidelines, what we
25 would like our employees to follow; however, that does

1 not take place.

2 BY MR. LAVI:

3 Q Have you ever seen a policy or practice, or
4 anything, that tells the employees, "You can take breaks
5 as you wish"?

6 A No.

7 MR. LAVI: Off the record.

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

9 MR. LAVI: Back on the record.

10 Q Ms. Guevara, it's my understanding that you are
11 the person most knowledgeable with regards to the number
12 of the times and the amount of premium wages paid for
13 missed employees' rest breaks during the class period;
14 is that correct?

15 A Yes.

16 Q Has Pacifica paid any premium wages to any
17 employees who missed their rest breaks during the class
18 period?

19 A No. We have not received any complaints from
20 any, so no.

21 Q Is it Pacifica's understanding that the
22 employees are entitled to a third rest break after 12
23 hours of work?

24 A I'm sorry. One more time?

25 Q Is it Pacifica's understanding that the

1 employees are entitled to a third rest break after
2 working more than 12 hours?

3 A Yes.

4 Q Other than -- strike that. Let me lay the
5 foundation.

6 I believe Pacifica has paid somewhere around
7 200 premium wages for missed meal breaks, correct?

8 MS. ACHARYA: Objection. Speculation, assumes
9 facts.

10 BY MR. LAVI:

11 Q Do you know?

12 A I do not.

13 Q You do or do not?

14 A I do not.

15 Q Since September 2010 to present, has it been
16 Pacifica's understanding that the employees are entitled
17 to a second meal break if they work more than 12 hours?

18 A Yes.

19 Q Now, I think I asked you this earlier, but
20 since you were not the PMK, I don't know if I got an
21 answer or not.

22 Does Pacifica have any written policies,
23 procedures and practices with regards to payment of
24 premium wages for missed third rest breaks?

25 A No.

1 A Punch variance form is -- employees complete it
2 if they either clocked in early, clocked in late, missed
3 lunch. If there is any adjustments that need to be made
4 to their time, they would complete this and make note of
5 whatever -- the explanation of it and then sign it.

6 Q For example, if an employee is on auto deduct
7 of meal breaks and they don't get to take a meal break,
8 this is the form that they submit to the supervisor that
9 they didn't take a meal break and they shouldn't be
10 automatically deducted the 30 minutes, correct?

11 A Yes.

12 Q Are these kept in the personnel file?

13 How does Pacifica keep track of the punch
14 variance forms?

15 A They are given to the payroll department.

16 Q And does the payroll department keep those in
17 the employee's file?

18 A No. They are kept with payroll records.

19 Q Employees' payroll records?

20 A Yes.

21 MR. LAVI: So, Counsel, as far as it's your
22 understanding, the CBA that we marked for RNs are the
23 only CBA in place which was marked as Exhibit No. --

24 MS. ACHARYA: 6.

25 MR. LAVI: -- Exhibit No. 6, that's the only

1 with the policies and procedures in the handbook; is
2 that correct?

3 A Yes.

4 Q And that would include some of the policies
5 that have been discussed today, such as the attendance
6 policies or tardiness, clocking in and clocking out and
7 meal and rest periods; is that correct?

8 A Yes.

9 Q And you testified today that these policies are
10 more like guidelines; is that right?

11 A Yes.

12 Q Can you explain what you mean by that?

13 A So we have these policies in place hoping that
14 employees would follow these policies. It's again a
15 guideline for the hospital.

16 However, the employees and the CBA always
17 overrule all hospital policies. There's always the
18 quote, unquote is past practice. So if it's
19 something -- I'm going to give you an example.

20 If someone had taken -- or been tardy ten
21 times, they would fight us on writing up someone for the
22 fact that past practice has been that they didn't write
23 people up in the past. So they are going to want status
24 quo and not allow us to write these people up.

25 So again, the policies are there as a

1 guideline. We'd like for everyone to follow them;

2 however, that does not take place.

3 Q And with regards to the clocking in, clocking
4 out and rounding, counsel spent some time previously
5 discussing -- I don't want to pull it out, but the
6 handbook policy had some language about how employees
7 are allowed to clock in -- or, rather, should not clock
8 in more than seven minutes before and should not clock
9 in more than seven minutes after.

10 Do you know why that language is in the
11 handbook?

12 MR. LAVI: Misstates and lacks foundation. You
13 mean not to clock out more than seven minutes after?

14 MS. ACHARYA: Yes.

15 THE WITNESS: Yes. The reason for not clocking
16 in early, or clocking in the seven minutes after is to
17 prevent any overtime hours. It does not say that the
18 employee cannot clock in or clock out the six minutes
19 before quitting time or that they couldn't clock in six
20 minutes late.

21 It says that they cannot clock in prior to the
22 seven minutes or after the seven minutes. And again,
23 that is for overtime.

24 BY MS. ACHARYA:

25 Q In your experience as an HR manager, is it your

1 understanding that over the course of your years at
2 Pacifica, non-exempt employees do often clock in less
3 than seven minutes after their shift, or leave less than
4 seven minutes before their shift ends, and are still
5 paid for the entirety of their scheduled shift?

6 A Yes. It happens all the time. I actually wish
7 that I had an example of how many people clock out early
8 and are paid their full shift.

9 Q Counsel spent some time asking you about break
10 schedules. And I believe your testimony was that charge
11 nurses often handle that. Is there a charge nurse for
12 each shift in each department?

13 A Yes.

14 Q So can you estimate over the course of a
15 week -- and maybe you won't be able to -- about how many
16 charge nurses does that amount to; zero to five, five to
17 ten, ten to 15?

18 A I have to go by department.

19 Q I guess rather than having you spend the time,
20 break schedules are basically shift based and department
21 based because it's up to that charge nurse?

22 A Right.

23 Q And I think counsel asked some questions about
24 whether HR trains these charge nurses about meal and
25 rest break policies, and your testimony was that HR does

1 each department?

2 A Each department. Again, it all depends on
3 acuity.

4 Q And is it the same concept for rest breaks with
5 each department; it just kind of depends on how busy it
6 is or what that charge nurse wants for that shift?

7 A Yes. And, again, staff -- they're going to
8 take their breaks. They are not going to miss out on a
9 break, on a meal period, anything that they feel that
10 they are -- that they should receive, they are going to
11 make sure that they get their breaks.

12 Q At Pacifica, the non-exempt employees -- what
13 are the shift lengths that are offered to non-exempt
14 employees?

15 A It's an eight-hour shift or a 12-hour shift.

16 Q So there is no ten-hour shift employee?

17 A No.

18 Q So the eight-hour shift employee, how many meal
19 periods are they entitled to?

20 A To one.

21 Q And how many rest breaks?

22 A Anyone who works over ten hours would get a --
23 a -- a two meal. And then for rest breaks, the eight
24 hour gets two. And then your 12 hour gets three.

25 Q If an employee, for whatever reason, was so

1 busy at work that they didn't get their first, second or
2 third rest break, is it your understanding that they
3 would notify their charge nurse?

4 A They would notify their charge nurse or their
5 supervisor informing them that they have missed a meal
6 break or a rest period, and an adjustment will be made.

7 Q What do you mean by "adjustment"? A meal paid
8 premium -- or premium pay?

9 A Premium pay.

10 Q So the policies in the handbook that have been
11 discussed today are not actually applied to all
12 employees all the time?

13 A No.

14 Q That's correct?

15 A That's correct.

16 Q And that's because it's more department based
17 and/or shift based?

18 A That's correct.

19 MS. ACHARYA: I don't think I have any further
20 questions.

21

22 FURTHER EXAMINATION

23 BY MR. LAVI:

24 Q The employee handbooks are given to the
25 employees, right?

1 A Immediately.

2 Q Give me an estimate.

3 A As soon as they made it known, I would have
4 either received a grievance or some type of notification
5 that someone was not paid.

6 Q Can you recall, as the HR manager, anytime that
7 an employee has made either a formal or informal
8 grievance with regards to meal period premiums or wages
9 and Pacifica denied them that pay?

10 A No.

11 Q Regardless of whether or not they've signed a
12 meal break waiver?

13 A Meal waiver doesn't matter if they signed it or
14 not. If they missed a meal and they complained about
15 it, we would have corrected it.

16 MS. ACHARYA: No further questions.

17

18 FURTHER EXAMINATION

19 BY MR. LAVI:

20 Q Since September 2010 to present, has Pacifica
21 ever informed any of its employees that they are
22 entitled to premium wages if they missed second meal
23 breaks?

24 A I don't know.

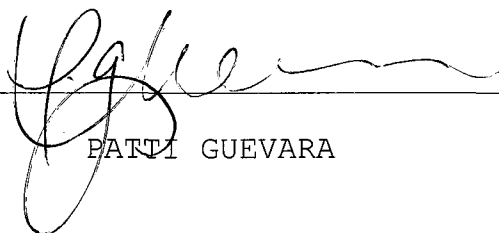
25 Q Being that you're in human resources, you would

PENALTY OF PERJURY CERTIFICATE

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

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

Executed on the 13 day of July, 2016,
 at Sun Valley, California.
 (CITY) (STATE)



 PATTI GUEVARA

EXHIBIT 3

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

KYLE FRENCHER, on behalf of)
herself and others similarly)
situated,)

Plaintiff,)

vs.)

Case No. BC559056

PACIFICA OF THE VALLEY)
CORPORATION dba PACIFICA)
HOSPITAL OF THE VALLEY; and)
DOES 1 to 100, inclusive,)

Defendants.)

_____)

DEPOSITION OF SUSAN STANDLEY

Beverly Hills, California

Tuesday, June 14, 2016

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

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APPEARANCES:

For the Plaintiff:

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

For the Defendants:

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

Also Present:

PATTY GUEBARA

1 after the start of their shift? Correct?

2 MS. ACHARYA: Objection, vague and ambiguous.

3 BY MR. LAVI:

4 Q You can answer.

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

7 Q But they would be considered tardy?

8 A In some departments, yes.

9 Q Meaning all departments?

10 A Some departments.

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

13 A Well, it would depend on who the supervisor is.

14 We have some supervisors that are more lax than others.

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

18 A Yes, I do.

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

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

24 BY MR. LAVI:

25 Q You can answer.

1 BY MR. LAVI:

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

3 A No, it does not.

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

6 A Yes, they can.

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

9 A Yes.

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

12 A Yes.

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

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

17 Q But it does happen?

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

20 Q But they do get disciplined?

21 A Yes. Rarely.

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

25 A Yes.

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

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

8 MR. LAVI: Move to strike as nonresponsive.

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

12 A On the time-keeping system.

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

18 MS. ACHARYA: Objection. Asked and answered.

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

22 BY MR. LAVI:

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

1 A I personally wouldn't know that.

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

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

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

13 A Umm-hmm.

14 Q Yes?

15 A Yes.

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

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

21 THE WITNESS: If they're caught.

22 BY MR. LAVI:

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

24 A Yes, it is.

25 Q And pursuant to state law, they are required

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

5 A Yes.

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

9 A Yes.

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

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

14 Q What do you mean?

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

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

21 A Twenty minutes.

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

24 A What do you mean "classification"?

25 Q You said there are approximately 40 percent of

1 BY MR. LAVI:

2 Q Let me ask it differently.

3 Pacifica uses a system which is called
4 rounding. Have you heard that?

5 A Yes.

6 Q Now, their rounding applies to all non-exempt
7 employees, correct?

8 A Yes, it does.

9 Q The rounding applies to the shifts at the
10 beginning of the day and the shifts at the end of the
11 day, correct?

12 A Umm-hmm, yes.

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

15 A Seven minutes.

16 Q Seven minutes --

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

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

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

25 MS. ACHARYA: Came very early to work.

1 MR. LAVI: Very earlier.

2 Q If they clock in at 5:53, does the 5:53 become
3 6:00 o'clock or does the 5:53 become 5:45?

4 A It becomes 6:00 o'clock.

5 Q If the employee clocks in at 6:07, does the
6 6:07 become 6:00 o'clock or does it become 6:15?

7 A 6:00 o'clock.

8 Q And then 6:08 becomes 6:15.

9 A Correct.

10 Q Now, at the end of the shift, when the day is
11 over, let's say they are supposed to leave at 6:30, if
12 they clock out, what is the rounding at the end of the
13 day? Same thing, seven minutes on either side?

14 A Yes. Seven minutes consistently all the way
15 around.

16 Q So if an employee clocks out at 6:23, that
17 becomes 6:30, correct?

18 A Yes.

19 Q And if an employee clocks out at 6:37, that
20 also becomes 6:30?

21 A Yes.

22 Q The rounding doesn't apply to the meal punches,
23 correct, for the --

24 A No, it does not.

25 Q Sorry. The rounding does not apply to the meal

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

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

6 A Yes.

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

11 A Yes.

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

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

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

19 MS. ACHARYA: Objection, assumes facts.

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

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

23 BY MR. LAVI:

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

1 before the shift starts.

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

6 MR. LAVI: Move to strike as nonresponsive.

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

10 A Yes, I understand that --

11 Q Okay. So --

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

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

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

18 A Yes.

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

21 A Yes.

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

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

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

4 BY MR. LAVI:

5 Q Since you calculate -- strike that.

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

9 A Yes.

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

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

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

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

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

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

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

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

25 ///

1 BY MR. LAVI:

2 Q For the break lunches. Let me -- strike that.

3 For example, Pacifica 85, you are not the one
4 who programmed the auto deduction for meal breaks,
5 correct?

6 A Correct.

7 Q But you understand how it works, correct?

8 A Yes.

9 Q Same thing. Pacifica 76, you're not the one
10 who programmed it, correct?

11 A Correct.

12 Q But you do understand how it works; is that
13 right?

14 A I don't know what this ties to as far as the
15 time-keeping system. I don't know what drives it and
16 how it operates.

17 Q That's my point. You don't know. And if you
18 don't know it, that's perfectly fine, but I just want to
19 make sure that I get your response that you don't know
20 it.

21 A Yeah. No. Sorry.

22 Q I'm going to ask you a few questions just to
23 see if something makes sense or not.

24 A Okay.

25 Q For example, if you look at the middle of the

1 page, it says "Short Break." Do you see that?

2 A Yes.

3 Q "Round 30 minutes." Do you see that?

4 A Yes.

5 Q Do you know what that is referring to?

6 A No. I would be guessing.

7 Q Do you know if that means that if a meal break

8 is short, less than 30 minutes, it's rounded to 30

9 minutes?

10 A No, I don't know.

11 Q Could you turn to Pacifica 73 and let me know
12 if you have seen this document before or not.

13 A Yes, I've seen it.

14 Q What does Pacifica 73 refer to?

15 A The rounding rule.

16 Q And this is their rounding rule that applied to
17 all non-exempt employees during the class period,
18 correct?

19 A Yes.

20 Q And if you look at the rounding rule, it says
21 outside rounding 15 minutes. Do you see that?

22 A Yes, I do.

23 Q Do you know what that refers to?

24 A No.

25 Q Do you know what it means?

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

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

6 A No --

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

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

11 BY MR. LAVI:

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

16 A Yes.

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

19 MS. ACHARYA: Objection, vague.

20 THE WITNESS: I don't understand.

21 BY MR. LAVI:

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

1 understanding is as to the seven-minute rounding. Okay?

2 That's what I'm trying to find out.

3 Because here -- I'm looking at the rounding --
4 it says outside 15 minutes. It doesn't say seven
5 minutes, right?

6 A I can't answer that. I don't know how this
7 operates.

8 Q Okay.

9 A I can tell you however it's programmed, the
10 seven minutes is working on the time cards.

11 Q So let me just go through this just to make
12 sure that I get your responses so I have a clear record.

13 Do you know what it means when it says outside
14 rounding 15 minutes?

15 A In the programming menu, no, I do not.

16 Q Do you know how it applies in calculating the
17 employee's work hours?

18 A In programming menu, no.

19 Q I'm not talking about programming. The end
20 result.

21 Do you know what it means when it says outside
22 rounding 15 minutes? What's the end result?

23 A I know what the end result is when it happens,
24 but I do not know how this causes the end result.

25 Q Give me an example. So do you know how this

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

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

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

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

7 A I'm sorry?

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

10 A No, I don't.

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

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

16 Q That's not my question.

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

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

23 MR. LAVI: Sure.

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

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

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PENALTY OF PERJURY CERTIFICATE

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

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

Executed on the 13TH day of JULY, 2016,
at SUN VALLEY, CA.
(CITY) (STATE)

Susan Standley
SUSAN STANDLEY

EXHIBIT 4

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

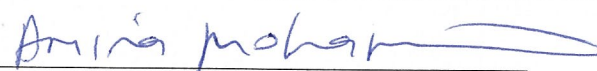
We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on your employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): AMINA MOHAMMED

Signature: 

Dated: 2-11-16

DECLARATION OF AMINA MOHAMMED

I, Amina Mohammed, hereby state and declare as follows:

1. My name is Amina Mohammed, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Registered Nurse ("RN"). I have been employed as an RN for Pacifica for about twenty years. I have held the position of Charge Nurse for the Medical/Surgical Unit since about 2005 and oversee about 8-10 nurses during each shift. One of the nurses I oversaw was Kyle Frencher.

3. I am a member of the Service Employees International Union 121-RN. As a Union member, my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains in detail the policies about our meal and rest breaks. I am aware that the Union and Pacifica came to an agreement about our meal and rest periods, and that the Union is very involved with protecting our rights under the CBA, including the right to take meal and rest periods. I have never felt like I did not receive a meal period or a rest period, but if I did, I know that I could notify my Union representative to handle the issue and protect me.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. I previously worked a variety of shifts, including eight hour shifts, but I have worked the 12.5-hour shift from 7:00 a.m. to 7:30 p.m. for the past ten years.

5. I know that Pacifica has a written policy regarding meal periods, and Pacifica's auto-deduct practice automatically deducts 30 minutes over the course of the 12.5 hour shifts for a 30-minute unpaid meal period. Pacifica's written policy regarding rest periods also permits us to take 15-minute paid breaks even though the law requires only 10 minutes. However, regardless of these policies, in practice, we are permitted to take several rest breaks and meal breaks throughout the day for varying amounts of time. It completely depends on what each nurse's preference is for any given day. For example, I usually arrive at work around 7:00 a.m. and take my first 15 minute break around 9:00 a.m. I then take a one-hour lunch break from around 12:00 p.m. to 1:00 p.m. and sometimes take another break later in the day. I know that I can take many more breaks over the course of the rest of my shift, and that these breaks can be 15 minutes, 30 minutes, 45 minutes, or even one hour in length, but I generally choose not to take any more breaks. I just want to finish my work and go home. I know that there are other nurses who, after their one-hour lunch break, take another break in the afternoon that ranges from 45 minutes to an hour each day. Regardless of these breaks, we are only deducted 30 minutes from our entire 12.5 hour shift. So, because of the automatic deduction, we are paid for 12 hours of work each shift, regardless of whether we take longer lunch breaks. In my experience working at Pacifica, I think I would have been paid less each day if I actually clocked out and clocked in every time I took a meal period.

6. When I leave to take a break, regardless of whether it is a meal break or a rest break, I generally tell another nurse in my unit that I am going to go on break. As the Charge Nurse, I do not assign specific times for the nurses to take their meal and rest periods because I want to make sure each one goes when they want to go and not when they are forced to go. We have a very flexible atmosphere at Pacifica and the hospital is very generous to us. We are treated very well. No one at Pacifica has prevented me from taking a break when I wanted to. Also, as the Charge Nurse for the Medical/Surgical Unit, the nurses are supposed to let me know when they are going on a break, so I know that no one has prevented any nurse in my unit from taking a break when he or she wanted to.

7. During my breaks, I typically eat my lunch in the cafeteria or the nurse's lounge with my co-workers and friends. Many times, the nurses in the Medical/Surgical Unit would take their breaks in small groups or teams and on rotation, such that we often overlapped with each other. I often saw Kyle Frencher eat her lunch each day either in the nurse's lounge or in her car. We are free to do whatever we want during our meal and rest periods. Each nurse gets to decide when and for how long he or she will be on a break, regardless of whether it is a meal break or a rest break. We expect that, as professionals, each one will be responsible enough to only take a few rest breaks and a couple meal breaks over the course of the shift. However, I never disciplined or reported a nurse for taking too long of a break; it was always up to each nurse to take a break and come back to work.

8. For example, Kyle Frencher was one of the nurses in the Medical/Surgical Unit who was required to report to me when she left for her meal and rest periods each day. Throughout her time working at Pacifica, Ms. Frencher was a heavy smoker and would leave nearly every hour to go outside for a smoke break. The hospital has only a few designated areas for smoking, and they are not close to our Medical/Surgical Unit. So Ms. Frencher was often gone for about 20 minutes every hour to smoke cigarettes. Although all the nurses know they are supposed to report to me when they leave for a break, Ms. Frencher did not always do that; she would just disappear. It became generally known in our Unit that if we could not find Ms. Frencher, she was outside smoking.

9. If we are really busy in the Unit and I am not able take a meal period (or a meal period is late or short), I know to fill out a form or document on my time sheet that I have missed my meal period. This happens very rarely; I have done this maybe once a year. When it does, I submit the form to the Unit Director, and I receive one additional hour of pay. As the Charge Nurse, I make sure that the other RNs in the Unit know to follow the same process. It is just so uncommon for any of us to be unable to take a break.

10. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact

on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 23, 2016.

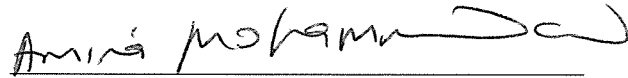

Amina Mohammed

EXHIBIT 5

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley (“Pacifica”), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse (“LVN”). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

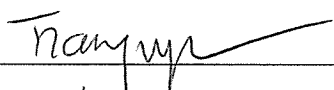
We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): TRA MY NGUYEN

Signature: 

Dated: 02/23/16

DECLARATION OF TRA MY NGUYEN

I, Tra My Nguyen, hereby state and declare as follows:

1. My name is Tra My Nguen, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Registered Nurse ("RN"). I have been employed as a RN for Pacifica for about eleven years. I have worked as an RN in Pacifica's Medical/Surgical Unit the entire time. There are several nurses who work in the Medical/Surgical Unit, and about 5-8 working during each shift. One of the nurses who also worked in the Medical/Surgical Unit was Kyle Frencher, and we usually shared the same shift schedule.

3. I am a member of the Service Employees International Union 121-RN. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. I know that the Union is really involved in making sure that we all get our breaks and that the other policies in the CBA are regularly followed. I have never complained to the Union about not receiving my breaks because I never missed any of my breaks.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. Over the course of my employment with Pacifica, I have occasionally worked the night shift, but I almost always work the day shift that I currently work – the 12.5-hour shift from 7:00 a.m. to 7:30 p.m.

5. I know that Pacifica's automatically deducts 30 minutes over the course of my 12.5 hour shifts for a 30-minute unpaid meal break. I also know that Pacifica permits us to take rest periods that are 15-minute in length. In practice, however, we actually are permitted to take many meal and rest breaks throughout our shift. The Charge Nurse usually comes and makes sure that we have taken whatever breaks we wanted during the shift. The Charge Nurse does not tell us when we have to leave and when we have to come back, so how long each nurse's break is really depends on what that nurse did on that day. No matter how long any of our breaks are or how many we take, we are paid for 12 hours of work for each shift.

6. I usually arrive at work around 7:00 a.m. and take my first 15 minute break around 9:30 or 10:00 a.m. That is usually when I make sure that my patients have had their morning medicine and are stable. I always make sure that my patient is first taken care of and then go for my break. During this 15-minute break I usually go to the nurse's lounge and have some breakfast and some tea. I often take my lunch break around 12:30 or so, after I have made sure that my patients have had their lunch and any other medicine they need. I am allowed to go to lunch earlier if I want to but I prefer to eat after my patients are done. Everything really depends on the circumstance of the day because it also depends on when the doctors come to do their rounds or when new patients are admitted. I usually take about 30 minutes for my lunch break but I am

allowed to take more time if I want to. I just prefer to go for only 30 minutes because I pack my own lunch and like to eat quickly. I generally take another break later in the afternoon for about 15 minutes or so but I can go for a longer time if I want to or take more breaks if I want to. It's very flexible. It also just depends on the shift. Nobody at Pacifica ever prevents us from taking any breaks. We work like a team and like a family and always cover each other patients to make sure that everyone gets whatever breaks they want. There have been many times that I have come back from my break and the Charge Nurse has told me that the Unit is not that busy so I can go take a longer break, but I prefer to come back because I want to be next to my patients. This is my choice; I like to sit with my patients and talk to them. I love my patients.

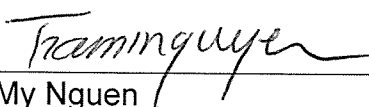
7. I always tell the Charge Nurse before I go on my breaks so that she can make sure my patients are taken care while I am gone. Throughout my employment at Pacifica, the Charge Nurse has always made sure that we get our breaks. I have overheard the Charge Nurse many times asking other nurses whether they have gotten all their breaks for the day. It's all very flexible here.

8. I know that some other nurses take longer breaks for their meal and rest periods. It really depends on how hard each nurse wants to work during that shift and how the patients are doing. For example, if a nurse's patients are all stable, then she can go on breaks that are much longer than 30 minutes.

9. I worked many shifts with Kyle Frencher. She was a smoker and would leave the Unit often to go on a smoke break. There were many times that we were all looking for her because her patient wanted something but nobody could find her. Even the Charge Nurse would not know because Ms. Frencher did not report that she was leaving. I remember she was gone almost every hour to go smoke a cigarette for very long periods of time, usually longer than 20 minutes or sometimes even 30 minutes. It seemed like she was gone more than she was even in the Unit. I also saw her eating lunch in the nurse's lounge with me sometimes because she also brought her lunch from home.

10. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 23, 2016.



Tra My Nguen

EXHIBIT 6

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley (“Pacifica”), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse (“LVN”). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Selma Aguiló

Signature: Selma Aguiló

Dated: 02/23/16

DECLARATION OF SELMA AGSAULIO

I, Selma Agsaulio, hereby state and declare as follows:

1. My name is Selma Agsaulio, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Unit Secretary. I have been employed at Pacifica since 1987. I previously worked as a Certified Nursing Assistant ("CNA") at Pacifica for several years, and have been the Unit Secretary for the last twenty years. For the entire time that I have been a Unit Secretary, I have worked in the Medical/Surgical Unit and my shift has been Monday through Friday from 7:00 a.m. to 3:30 p.m. There are usually about 7 nurses working during each day shift. One of the nurses who also worked in the Medical/Surgical Unit was Kyle Frencher, and I regularly interacted with her during our shifts.

3. I am a member of the SEIU-United Healthcare Workers West Union. As a Union member, I know that the Union and Pacifica came to an agreement about several policies, including the meal and rest period policies, and that such policies are contained in the collective bargaining agreement ("CBA"). I know that the Union can be involved in making sure that we all get our breaks and that the other policies in the CBA are regularly followed, but I don't think the Union even needs to get involved because everyone I know at Pacifica has always received their breaks. Throughout the almost thirty years that I have been at Pacifica, I have never complained to the Union or anyone else about not receiving my breaks because I never missed any of my breaks.

4. I am aware that the CBA has policies about our meal periods, and Pacifica's auto-deduct practice automatically deducts 30 minutes over the course of the shifts for a 30-minute unpaid meal period. I also know that Pacifica permits us to take rest periods that are 15-minute in length. In practice, however, we actually are permitted to take many meal and rest breaks throughout our shift. How long each break is also depends on each nurse or employee because nobody is telling us exactly when to leave and exactly when to come back.

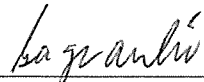
5. I usually arrive at work around 7:00 a.m. and take my first break from about 9:00 to 9:15. I then take my 30-minute lunch break sometime between 12:00 and 1:30. I can decide when I want to go; nobody forces me to go and nobody prevents me from going. I usually then take another 15 minute break somewhere between 2:00 to 2:30. Again, I can go take a break whenever I want. I usually let the Charge Nurse know that I am going on my break. I have never been told not to go on a break when I wanted to. We are really free at Pacifica. It is an open, very relaxed hospital. Everyone treats each other well and is very friendly to each other. I love this hospital. I have worked at other hospitals where they are very strict about when we get to take breaks and make us come back at a certain time, but at Pacifica we are all treated really well and all our breaks are completely up to us.

6. As the Medical/Surgical Unit Secretary, my office is located within the unit itself so I am always around the other doctors and nurses who work within that unit. The nurses know they are supposed to tell the Charge Nurse when they are going on break and if the Charge Nurse is on her own break, then the nurses come and tell me that they are going on break. For example, Kyle Frencher would often tell me that she was leaving for her break. I know she would eat her lunch usually in the cafeteria or outside so that she could smoke some cigarettes too. Most times, Ms. Frencher would not even tell me where she was going but would just say she was "going out for a while," and would then come back about twenty minutes later. This usually happened every hour or so. I know she was going to smoke a cigarette because she would always come back smelling like smoke. Sometimes she would go downstairs to discharge the patient, which should only take 5 minutes, but then stay downstairs for an extra 15 minutes or so to smoke a cigarette. There were so many times that the other nurses and I were looking for Ms. Frencher but she was not in the unit because she was outside smoking. I know there were times that her patients would need assistance because they removed some of their medical equipment or there was some other issue with it, or they would ask for their nurse, and nobody knew where Ms. Frencher was. I would have to call the telephone operator to page her so that she could come back and take care of her patient. Even after she was paged, it often took Ms. Frencher a long time to come back because I think she would finish smoking her cigarette and come back smelling like smoke.

7. Over the course of my employment at Pacifica, I have never heard anyone say that they did not get to take their meal or rest breaks. Everyone knows to take their breaks whenever they want. Some nurses take a 30 minute lunch break and some take longer breaks. It really depends on what each nurse wants to do during each shift and how busy the unit is during that shift. There have been many times that a nurse will come back from her break and the Charge Nurse will tell the nurse that she can go back on break for a longer time because the doctor is not there yet or the unit is just not that busy. Nurses are allowed to take several breaks during the day, whenever they want. There is no specific time for them to take a break, and the Charge Nurse never forces anyone to take a break during a specific time. Even if the unit gets busy, the nurses might have to work for a couple hours but then once the admissions are over, it is relaxed again and they can all take more breaks.

8. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 23, 2016.



Selma Agsaulio

EXHIBIT 7

CONSENTIMIENTO PARA LA ENTREVISTA

La firma de abogados Foley & Lardner LLP se ha sido retenida para representar a su empleador, Pacifica Hospital of the Valley ("Pacifica"), en una supuesto demanda colectiva bajo ley de California traída por una ex enfermera vocacional licenciada ("LVN"). El caso es titulado *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, y está pendiente en la Corte Superior del estado de California, para el Condado de Los Angeles, caso no. BC 559056.

La Demandante afirma que a ella y otros empleados no se les proporciono periodos para la comida o de descanso, que Pacifica le proveo a la Demandante y a otros empleados menos de treinta minutos completos para el periodo de la comida, y otras reclamaciones relacionadas por sanciones resultantes de estas supuestas violaciones del periodo de la comida y periodo de descanso. La Demandante alega que ella y otros miembros potenciales de la clase se les debe dinero por periodos perdidos de comida y descanso y sanciones relacionadas bajo el código laboral de California. Pacifica está en desacuerdo con las pretensiones de la demanda y esta defendiendose contra la demanda.

Pedimos entrevistar(a) sobre información relacionada con las denuncias, como se alega por la Demandante, y el propósito de esta entrevista es permitir que Pacifica determine los hechos para asistirle en su investigación. Estamos interesados solamente en obtener los hechos sobre su empleo con Pacifica, y en particular si se ha recibido periodos de comida y de descanso. Su participación o falta de participación en esta investigación no afectará su trabajo o sus derechos como empleado. La ley de California prohíbe específicamente represalia por la participación en una investigación en materia de salarios y horarios. Usted tiene el derecho de negarse a participar en esta entrevista sin afectar su trabajo o sus derechos como empleado. Su decisión de participar en esta entrevista es totalmente voluntaria. Usted es libre de cambiar de opinión en cualquier momento acerca de si desea participar en la entrevista o negarse a responder cualquier pregunta. También debe entender que no será recompensado o tratado más favorable a causa de su participación en esta entrevista.

Si participa en la entrevista, se le puede pedir a dar una declaración jurada. Esta declaración puede divulgarse a otras entidades o personas si es necesario para conformidad con los procedimientos legales. En caso de estar de acuerdo o negarse a proporcionar dicha declaración, esa decisión no tendrá ningún impacto en se empleo con Pacifica.

Si se certifica una demanda colectiva, como la Demandante lo desa, y usted no afirmativamente opta por no ser parte de la colectiva, entonces puede puede formar parte de la colectiva en la demanda. Participación en esta entrevista puede afectar su capacidad para participar en la demanda si usted desea participar y puede ser contrario a sus interés en potencialmente recuperar el dinero que la Demandante alega que debe Pacifica.

He leído esta declaración. Estoy de acuerdo en que ninguna declaración verbal incompatible con este consentimiento se han hecho a mí por el entrevistador.

Nombre (imprimido): MARtha HENRIQUEZ

Firma: 

Fecha: 2-23-16

DECLARATION OF MARTHA HENRIQUEZ

I, Martha Henriquez, hereby state and declare as follows:

1. My name is Martha Henriquez, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Certified Nursing Assistant ("CNA"). I have been employed as a CNA for Pacifica since 1988, so for almost thirty years. I previously worked in other units at Pacifica, like the Pediatric Unit, the Neuro Unit, and others, but have worked as a CNA in Pacifica's Medical/Surgical Unit for about the last ten years. There are several nurses who work in the Medical/Surgical Unit. One of these nurses was Kyle Frencher, and we usually worked the same shift.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains several policies, including those about our meal and rest breaks. I know that the Union is very involved in making sure that we all get our breaks and that the other policies in the CBA are followed all the time. Throughout the entire time that I have worked at Pacifica, I have never complained to the Union or anyone about not receiving my breaks because I never missed any of my breaks. Everyone here gets their breaks; they are lying if they say otherwise.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. I have previously worked the 8-hour shift at Pacifica, but for the last twenty years or so, I have been working the 12.5-hour shift from 7:00 a.m. to 7:30 p.m.

5. I know Pacifica' automatically deducts 30 minutes from our 12.5 hour shift for our unpaid 30-minute meal period. I also know that Pacifica permits us to take rest breaks that are 15 minutes long. In reality, though, we are permitted to take as many meal and rest breaks as we want throughout our shift. Each nurse takes a different amount of time for their breaks because they are not scheduled and nobody forces us to leave or come back. For the thirty years that I have worked here, I know that everyone working with me has gotten at least 30 minutes for their lunch breaks, if not more time. I know that regardless of how long our breaks are or how many we take, we are paid for 12 hours of work for each shift.

6. I usually come to work around 7:00 in the morning and take my first 15 minute break around 9:00 a.m. or so. During that break, I usually go get a coffee and have something to eat. I usually take my lunch break around 12:00 p.m. but the time that I leave really depends on when the other nurses leave for their breaks and how my patients are doing. We nurses work like a team and rotate so that everyone gets their breaks around when they want. I usually take about 30 minutes for my lunch break and eat my food in the nurse's lounge where many other nurses take their breaks too. I know that some other nurses take longer breaks. It really depends. I could take a longer break if I wanted to, and would just have to let my Charge Nurse know, but I

prefer to come back and check on the patients. I usually take another break in the afternoon with some of the nurses to go get a snack or some cookies. I can go for as long as I want. Nobody at Pacifica ever prevents us from taking any breaks or tells us when to come back. We can take as long a break as we want, as long as our patients are okay. I know that if the Charge Nurse or anyone was making me rush back from our break, we could call the Union. That's why we have the Union – to complain about any issues we have. But I have never complained because I never had to. Sometimes, I get back from my break and the Charge Nurse tells me to go rest or relax some more because the Unit is not busy. Everyone is really nice here and we are very well taken care of. We can really go take a break whenever we want.

7. I know that we are supposed to tell the Charge Nurse before we go on any of our breaks. Nobody tells us at what times we are supposed to leave for our breaks; we know to take the breaks when we want and to make sure that we have taken care of our patients before we leave. Usually, the Charge Nurse will come ask us if we have taken our breaks for the day because she wants to make sure we have taken them when we wanted to.

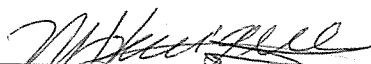
8. I first met Kyle Frencher when she came to Pacifica from the agency on a per-day basis. She started working in the Medical/Surgical Unit with me when she was hired full-time with Pacifica. Everyone in the unit was really nice to her and welcomed her to our team. She told me that she just wanted to work at Pacifica so that she could get insurance for a surgery and then planned on quitting after she had the surgery. We spent a lot of time together during our shifts and she always seemed like she liked working for Pacifica. She never complained to me about not getting her breaks. Even if she did complain, it would not have made sense because I know she took many breaks each shift. I would often see her eating meals in the nurse's lounge. I also know that she would leave every hour to go outside for about 20 minutes. We were always looking for her because her patients would be waiting for her to come back and give them medications. There were so many times that her patients, who just got out of surgery, would be asking for medicine and had to wait because Ms. Frencher was gone. She would always come back smelling like cigarettes.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

10. I had an opportunity to have the contents of this declaration explained to me in Spanish before I executed it and understand the meaning of this document and

what I am stating by executing this declaration.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 23, 2016.



Martha Henriquez

EXHIBIT 8

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

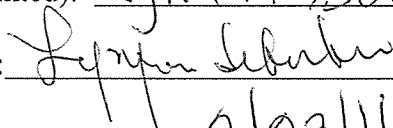
We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): LYNN M. SEBASTIAN

Signature: 

Dated: 2/23/14

DECLARATION OF LYNN SEBASTIAN

I, Lynn Sebastian, hereby state and declare as follows:

1. My name is Lynn Sebastian, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Certified Nursing Assistant ("CNA"). I have been employed as a CNA for Pacifica since 1995, so for over twenty years. I have worked as a CNA in Pacifica's Medical/Surgical Unit the entire time. There are several nurses who work in the Medical/Surgical Unit, and about 5-7 working during each shift. One of the nurses who also worked in the Medical/Surgical Unit was Kyle Frencher, and when we worked on the weekdays, we usually worked the same shift.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains in detail the policies about our meal and rest breaks. I know that the Union is actively involved in making sure that we all get our breaks and that the other policies in the CBA are regularly followed. I have never complained to the Union about not receiving my breaks because I never missed any of my breaks. I would be lying if I complained about that.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. When I first started at Pacifica, I worked the night shift, and then after a few years I transferred to the day shift that I currently work – the 12.5-hour shift from 7:00 a.m. to 7:30 p.m.

5. I am aware that the CBA has policies about our meal periods, and Pacifica's auto-deduct practice automatically deducts 30 minutes over the course of the 12.5 hour shifts for a 30-minute unpaid meal period. I also know that Pacifica permits us to take rest periods that are 15-minute in length. In practice, however, we actually are permitted to take many meal and rest breaks throughout our shift. How long each break is also depends on each nurse because nobody is telling us exactly when to leave and exactly when to come back. So, regardless of how long any nurse is on a break, or how many breaks she or he takes during the shift, we are paid for 12 hours of work for each shift.

6. I usually arrive at work around 7:00 a.m. and take my first 15 minute break around 9:00 a.m. or so. I always make sure that my patient is taken care of and will be okay while I am gone for my breaks. When I take my lunch break often varies depending on how my patients are doing during that shift. My lunch break usually lasts about 35 minutes or so. I could take a longer break if I wanted to but I like to get back to my patients. I generally take another break in the afternoon around 4 or 4:30 for about 15 minutes or so. Nobody at Pacifica ever prevents us from taking any breaks. In fact, there have been times where I took a 15 minute break but the cafeteria lines were really long so even though I got back to the Unit after 15 minutes, I didn't have time to eat my snack. I told my Charge Nurse and she told me to go back and finish my

food because she wanted to make sure that I got as long a break as I wanted and needed. I am allowed to take more breaks if I wanted to but I choose not to take additional breaks because I want to take the best care of my patients.

7. I know that we are supposed to tell the Charge Nurse before we go on any of our breaks. Nobody tells us at what times we are supposed to leave for our breaks; we know to take the breaks when we want and to make sure that we have taken care of our patients before we leave. Throughout my employment at Pacifica, the Charge Nurse has always made sure that we get our breaks. I often overheard her asking the nurses, including myself, whether we have gotten our breaks. It is a pretty relaxed environment at Pacifica – we are professionals and know to do our jobs but also take the breaks whenever we want. We try to cooperate with each other to make sure that all the nurses in the Unit get their breaks whenever they want during the shift.

8. I know that some other nurses take longer breaks for their meal and rest periods. It really depends on how hard each nurse wants to work during that shift. The Charge Nurse always asks us during our shifts if we have taken our breaks and I often overheard Kyle Frencher tell the Charge Nurse that she already took her break. During the shifts I worked with Ms. Frencher, I also saw that she would usually eat her breakfast in the morning while I was having my 15-minute break, and she would be in the cafeteria for about 30 minutes or so during this time. She would also leave for about 45 minutes or so for her lunch break. Ms. Frencher was always gone on a smoke break or on a coffee break and would usually not even tell any of the other nurses until she got back. She would usually leave every hour for at least 15 minutes or so because the designated smoking areas at Pacifica are in the parking lots, which are not very close to our Medical/Surgical Unit. Also, when we start our shift, we have our designated patients to take care of. As a CNA, I usually had about 13 patients during each shift, and I know that as an LVN, Ms. Frencher usually had about 5 patients to take care of during each shift. However, Ms. Frencher was gone so often on her smoke break that her patients would often need their pain medications or assistance while she was gone and we other nurses would have to take care of her patients for her. When she would come back from her break, we would ask her where she was and she would say she was outside smoking.

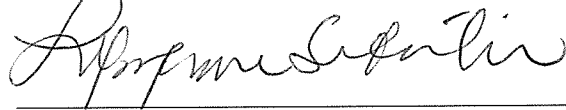
9. During my breaks, I typically come to the cafeteria to have a coffee, lunch, or a snack, and then eat in the cafeteria or the nurse's lounge with the other nurses who are on their breaks too. I often saw Kyle Frencher eat her lunch each day in the nurse's lounge with me. We are free to do whatever we want during our meal and rest periods. Each nurse gets to decide when and for how long he or she will be on a break, regardless of whether it is a meal break or a rest break.

10. Even though we are really busy in the Medical/Surgical Unit, I have never missed my meal or rest periods.

11. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact

on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 23, 2016.



Lynn Sebastian

EXHIBIT 9

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Minin McDonald

Signature: Minin McDonald

Dated: 2 - 24 - 16

DECLARATION OF MININ MCDONALD

I, Minin McDonald, hereby state and declare as follows:

1. My name is Minin McDonald, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Registered Nurse ("RN"). I have been employed at Pacifica since March 1994, so for over twenty years. I first worked as a Licensed Vocational Nurse ("LVN") and have worked as an RN at Pacifica for the past fourteen years. When I was an LVN, I worked in other units at Pacifica, but have worked in the Medical/Surgical Unit (the "Unit") for the entire time that I have been an RN. I have been one of the Charge Nurses for the Unit for the past couple of years. There are several nurses who work in the Unit, and the number during each shift varies depending on how many patients we have that day. One of the nurses who also worked in the Unit was Kyle Frencher, and we sometimes worked the same shift.

3. I am a member of the Service Employees International Union 121-RN. As a Union member, I know that the Union and Pacifica came to an agreement about several policies, including our meal and rest breaks. I know that the Union is actively involved in making sure we are treated fairly. I do not think that the Union has had to get involved with any issues about our meal or rest breaks because we always get them. I have never complained to the Union about not receiving my breaks because I never missed any of my breaks. We are pretty busy in the Medical/Surgical Unit but we work together to make sure everyone gets all of their breaks.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. When I first started at Pacifica, I worked the night shift for maybe one year, but have worked the day shift that I currently work – the 12.5-hour shift from 7:00 a.m. to 7:30 p.m. – for the rest of the time.

5. I know that Pacifica has a practice of automatically deducting 30 minutes from our 12.5 hour shift for a 30-minute unpaid meal break. I also know that Pacifica permits us to take rest periods that are 15-minute in length. But during our shifts, we can actually take many breaks. Each nurse can decide how long each break is and how many breaks she wants to take because no one tells us when to go or when to come back. We have the responsibility to take care of our patients but if are patients are okay, then we can take whatever breaks we want. Regardless of how many breaks we take and for how long, we are always paid for 12 hours of work for each shift.

6. I usually arrive at work around 7:00 a.m. and take my first 15-minute break sometime in the morning. We are a busy unit but we all make the time to take breaks. During my morning break, I usually eat an orange or banana and have some coffee in the nurse's lounge. Other nurses are usually taking their breaks there too. I usually take my lunch break around 1 p.m. because I like to eat lunch later. I am allowed to go earlier but I don't like to. My lunch break is usually about 30 minutes, but I can take a longer break if I want. Nobody has ever told me when I have to leave for lunch and

when I have to come back; it is completely up to me. I have worked here for so many years that I have created a routine in which I am comfortable. During my lunch break, I eat my lunch in the nurse's lounge, along with other nurse's in my unit because each unit has its own nurse's lounge. I know that there are other nurses who take longer lunch breaks; I could take 45 minutes or more if I wanted to. I generally take another break in the afternoon for about 15 minutes or so. I could take a longer break if I wanted to but I don't like to because I would rather get back to my patients. It is completely up to each nurse when and for how long they take their breaks, and how many breaks they take during each shift. Nobody at Pacifica ever prevents us from taking any breaks.

7. I usually tell another nurse when I am going on break, and the other nurses come and tell me when they are going on their breaks. As the Charge Nurse, I never tell any of the nurses when to go on their breaks; they are allowed to go whenever they want and as many times as they want, so long as their patients are taken care of. I have never had any nurse come and tell me that she didn't get her break; they have to tell me when they go on break, so I know that each of them takes many breaks during the day. As I said above, we all work together as a team to make sure that everyone gets whatever breaks they want during their shift.

8. During the time that Kyle Frencher was working in the Medical/Surgical Unit, I sometimes acted as her Charge Nurse if the other Charge Nurse was not on shift. For the entire time that I worked with Ms. Frencher, she was often gone on a break during her shift because she was such a heavy smoker. There were so many times that I, or the doctors, or the other nurses would look for her to talk about a patient, and we could not find her because she was outside smoking. She went outside to smoke a lot during her shift – probably every hour for at least twenty minutes or so. There are only certain areas at Pacifica where people can smoke and they are outside kind of far away from our Unit. So it would take time for Ms. Frencher to walk through the hospital, go outside, smoke, relax, and then come back to the Unit. There were many times that she would not even tell anyone that she was leaving the Unit to go smoke, but we would either see her outside smoking when we went downstairs to discharge a patient or she would come back smelling like smoke. I also often saw Ms. Frencher in the nurse's lounge eating her lunch or having a snack or coffee. I remember that her lunch breaks were usually longer than 30 minutes because she would eat and then go outside to smoke during her break too.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 24, 2016.


Minin McDonald

EXHIBIT 10

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Angelica Salmon

Signature: 

Dated: 03 - 01 - 2016

DECLARATION OF ANGELICA SALMON

I, Angelica Salmon, hereby state and declare as follows:

1. My name is Angelica Salmon, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Licensed Vocational Nurse ("LVN"). I have been employed as an LVN for Pacifica for about twelve years. I have worked as an LVN in Pacifica's Medical/Surgical Unit the entire time. There are several nurses who work in the Medical/Surgical Unit, and usually about 5 or 6 working during each shift. One of the nurses who also worked in the Medical/Surgical Unit was Kyle Frencher, and we sometimes shared the same shift schedule.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. I know that the Union is involved in making sure that we are all treated fairly. I have never complained to the Union about not receiving my breaks because I never missed any of my breaks.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. Over the course of my employment with Pacifica, I have also worked the night shift, but have been working the day shift for the past ten years.

5. I know that Pacifica's automatically deducts 30 minutes over the course of my 12.5 hour shifts for a 30-minute unpaid meal break. I also know that Pacifica permits us to take rest periods that are 15-minute in length. I usually arrive at work around 7:00 a.m. and take my first 15-minute break between 9:30 and 10:00 a.m. During this 15-minute break I usually come down to the cafeteria to get some breakfast and then go eat it at the nurse's lounge. This break is usually about 15 minutes or so. I have never felt like I was being timed; I try to keep my first break at about 15 minutes just because we are usually busy in the morning. Nobody tells me exactly when to go and when to come back. I often take my lunch break around 1 p.m. I could go earlier if I wanted to but I prefer to eat at that time. During my lunch break, I usually bring my lunch and eat in the nurse's lounge. This break is usually about a half hour or so, but it could be longer if I wanted it to be. Each nurse in my unit is allowed to go on break when they want, so long as someone can cover their patient. I take another break in the late afternoon at about 5 p.m. for about 15 minutes or so but I can go for a longer time if I want to. During this break, I usually eat a snack or something. I could take other breaks during the day if I wanted to. When everyone takes their breaks and for how long are pretty flexible. Nobody at Pacifica has ever told me not to take a break.


6. I always tell the Charge Nurse before I go on my breaks so that she can make sure my patients are taken care while I am gone. We are not assigned specific

times when we have to go on a break; we all have the choice to go when we want, so long as we make sure our patients are taken care of.

7. I worked some shifts with Kyle Frencher. I remember seeing her in the break room eating her own food when I was on my break. I know she was a smoker and would go on breaks throughout our shifts to smoke cigarettes outside. There were times that I would see her eating in the break room and then she would say that she was going outside to smoke a cigarette, and would then return to our unit.

8. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 1, 2016.



Angelica Salmon

EXHIBIT 11

CONSENTIMIENTO PARA LA ENTREVISTA

La firma de abogados Foley & Lardner LLP se ha sido retenida para representar a su empleador, Pacifica Hospital of the Valley ("Pacifica"), en una supuesto demanda colectiva bajo ley de California traída por una ex enfermera vocacional licenciada ("LVN"). El caso es titulado *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, y está pendiente en la Corte Superior del estado de California, para el Condado de Los Angeles, caso no. BC 559056.

La Demandante afirma que a ella y otros empleados no se les proporciono periodos para la comida o de descanso, que Pacifica le proveo a la Demandante y a otros empleados menos de treinta minutos completos para el periodo de la comida, y otras reclamaciones relacionadas por sanciones resultantes de estas supuestas violaciones del periodo de la comida y periodo de descanso. La Demandante alega que ella y otros miembros potenciales de la clase se les debe dinero por períodos perdidos de comida y descanso y sanciones relacionadas bajo el código laboral de California. Pacifica está en desacuerdo con las pretensiones de la demanda y esta defendiendose contra la demanda.

Pedimos entrevistar(a) sobre información relacionada con las denuncias, como se alega por la Demandante, y el propósito de esta entrevista es permitir que Pacifica determine los hechos para asistir le en su investigación. Estamos interesados solamente en obtener los hechos sobre su empleo con Pacifica, y en particular si se ha recibido periodos de comida y de descanso. Su participación o falta de participación en esta investigación no afectará su trabajo o sus derechos como empleado. La ley de California prohíbe específicamente represalia por la participación en una investigación en materia de salarios y horarios. Usted tiene el derecho de negarse a participar en esta entrevista sin afectar su trabajo o sus derechos como empleado. Su decisión de participar en esta entrevista es totalmente voluntaria. Usted es libre de cambiar de opinión en cualquier momento acerca de si desea participar en la entrevista o negarse a responder cualquier pregunta. También debe entender que no será recompensado o tratado más favorable a causa de su participación en esta entrevista.

Si participa en la entrevista, se le puede pedir a dar una declaración jurada. Esta declaración puede divulgarse a otras entidades o personas si es necesario para conformidad con los procedimientos legales. En caso de estar de acuerdo o negarse a proporcionar dicha declaración, esa decisión no tendrá ningún impacto en se empleo con Pacifica.

Si se certifica una demanda colectiva, como la Demandante lo desa, y usted no afirmativamente opta por no ser parte de la colectiva, entonces puede puede formar parte de la colectiva en la demanda. Participación en esta entrevista puede afectar su capacidad para participar en la demanda si usted desea participar y puede ser contrario a sus interés en potencialmente recuperar el dinero que la Demandante alega que debe Pacifica.

He leído esta declaración. Estoy de acuerdo en que ninguna declaración verbal incompatible con este consentimiento se han hecho a mí por el entrevistador.

Nombre (imprimido): Marleny Martinez.

Firma: 

Fecha: 03-01-16

DECLARATION OF MARLENY MARTINEZ

I, Marleny Martinez, hereby state and declare as follows:

1. My name is Marleny Martinez, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Certified Nursing Assistant ("CNA"). I have been employed as a CNA for Pacifica for about 16 years. For the first few years, I worked as a floater so I worked in different units at Pacifica. I then worked as an Activities Leader in Pacifica's Neuro Unit for about ten years. Since November of last year, I have worked as a CNA in Pacifica's Medical/Surgical Unit.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains all of the policies about our meal and rest breaks. I know that the Union is actively involved in making sure that we all get our breaks and that the other policies in the CBA are followed. I have never complained to the Union about not receiving my breaks because I never missed any of my breaks. I have always gotten my breaks at Pacifica.

4. My current shift is the day shift from 7:00 a.m. to 7:30 p.m. When I worked as a floater CNA at Pacifica, I also worked the 12.5 hour day shift. However, when I worked as the Activities Leader, I worked an 8.5-hour shift. My current schedule is the 12.5-hour day shift from 7 a.m. to 7:30 p.m.

5. I know that Pacifica automatically deducts 30 minutes over the course of our shifts for a 30-minute meal period. This one deduction applies if we are working an 8.5 hour shift or a 12.5 hour shift. I also know that Pacifica permits us to take rest periods that are 15-minute in length. In reality, we actually get many breaks throughout our shift. Nobody tells us when to go or when to come back, and because Pacifica automatically deducts the 30 minutes, we don't even have to clock out. Really, I think we can abuse the system because of how flexible it is here.

6. When I worked the 8.5-hour shift as an Activities Leader, my first break was around 9 a.m. I know this break was supposed to be 15 minutes but I would go with a group of people and we usually took longer than 15 minutes. I usually had my lunch break around 1 p.m. for about 45 minutes or so. My last break would be around 2:30 or 3 p.m. for about 15 minutes or so. With my current schedule, I usually arrive at work around 7:00 a.m. and take my first 15 minute break around 9:00 a.m. or 9:30 a.m. I usually will go to the cafeteria to get some breakfast and go to the nurse's lounge. How long this break is really varies; it is usually 20-30 minutes long. It takes some time to walk to the cafeteria, wait in line, get the food, and go to the nurse's lounge. Even when I bring my own food, it takes time to heat it up and then eat it. Sometimes I take this break by myself and sometimes I go with other people. My next break is usually around 1, after the patients have their lunch. This break usually lasts about 30 to 45

minutes or so. I could take a longer break if I wanted to. I generally take another break in the afternoon from around 3:30 to 4 p.m. During this break, I usually have a snack or coffee in the nurse's lounge. I take another break after I give dinner to my patients, so around 6 p.m. or so. I could take more breaks if I wanted to. My break schedule is really based on how I want to work during my shift. Nobody at Pacifica ever told me that I could not take a break. My Charge Nurses have always made sure that I and the other nurses during my shifts have gotten our breaks, and would often walk around and ask us to make sure we all got our breaks.

7. I know that some other nurses take longer breaks for their meal and rest periods. It really depends on each person. Everyone takes their breaks when they want. I did not work directly with Kyle Frencher, but when I worked as the Activities Leader, I took patients outside everyday in the afternoon so they could get some fresh air. There is a specific area that we would go to every time outside the hospital, and from that area you can see the designated smoking area for the hospital. I would always see Kyle Frencher outside smoking whenever I took the patients outside for fresh air.

8. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

9. I had an opportunity to have the contents of this declaration explained to me in Spanish before I executed it and understand the meaning of this document and what I am stating by executing this declaration.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 1, 2016.

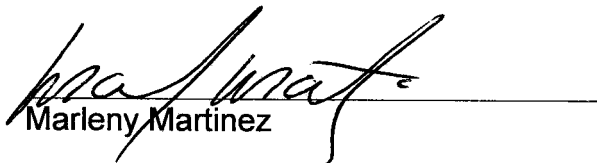

Marleny Martinez

EXHIBIT 12

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Dania Cruz

Signature: [Handwritten Signature]

Dated: 3/3/16

DECLARATION OF DANIA CRUZ

I, Dania Cruz, hereby state and declare as follows:

1. My name is Dania Cruz, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Certified Nursing Assistant ("CNA") I have been employed as a CNA at Pacifica for about 21 years. I have worked as a CNA in various units at Pacifica, but have worked in Pacifica's Medical/Surgical Unit for the last several years. There are several nurses who work in the Medical/Surgical Unit. One of the nurses who also worked in the Medical/Surgical Unit was Kyle Frencher, and most of the time we had the same shift schedule.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. I'm not very involved with the union, but I definitely know that I can go to the union if I have any issue about my employment, including my breaks. I have never complained to the Union about not receiving my breaks because I never missed any of my breaks. I'm a smoker so I go outside to have smoke breaks during my shift.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. Over the course of my employment with Pacifica, I have worked the night shift too, but have worked the 12.5 hour day shift for a long time now.

5. I know that I don't have to clock out when I take any of my meal breaks because Pacifica's automatically deducts 30 minutes over the course of my 12.5 hour shifts for a 30-minute unpaid meal break. I think this is great because then I don't have to worry about clocking out or clocking back in. I also know that Pacifica permits us to take rest periods that are 15-minute in length.

6. When I take my breaks during my shifts really depends on each shift because it can vary a lot. I usually arrive at work around 7:00 a.m. and take my first break around 9:00 a.m. It can be earlier, just depending on how busy the unit is. During this first break, I usually eat my breakfast in the nurse's lounge. This break is usually about 15 minutes but it can be longer if I wanted to. I have never had any problem with taking any of my breaks or being gone too long. I take my lunch break sometime between 12 to 1:30 p.m. I can really go whenever I want; it is up to me. I have my lunch in the nurse's lounge too. This break usually lasts about 30 minutes or so, but can be longer if I wanted it to be. I take another break around 4 p.m. or so for about 15 minutes. I usually go outside to have a cigarette around this time. I could take a longer break during this time if I want to. I sometimes have another break before the end of my shift to have another cigarette too. Regardless of how many breaks I take in my shift and for how long, Pacifica always deducts only 30 minutes of unpaid time during my 12.5 hour shift. I know other nurses take longer breaks or take more breaks

during their shift; it really depends on each nurse and what he or she wants to do during that shift.

7. I always tell the Charge Nurse before I go on my breaks so that she can make sure my patients are taken care while I am gone. She doesn't have to come and check on me to make sure I am going on my break or that I have had my breaks because I know I am supposed to get my breaks during my shift and I do get those breaks. We all really have the choice of when we want to go on our breaks. We know that, no matter what, we always get our breaks.

8. I worked a lot of shifts with Kyle Frencher. I had a lot of my lunches with her in the nurse's lounge and we took a lot of our breaks together. She called me her smoking buddy. She was a heavy smoker and smoked more than I did. She would always come and ask me if I wanted to go smoke with her and sometimes I would say no because I didn't want to go every hour like she did. There were many times that other nurses in the unit were looking for her and I knew that she was outside smoking because she had asked me to go outside with her. She was a pretty slow walker too, so it would take her a long time to go outside to smoke a cigarette and then come back to the unit. I could smoke my cigarettes pretty quickly and could come back within 5 minutes or so, but she always took a long time to finish her cigarette.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 3, 2016.



Dania Cruz

EXHIBIT 13

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on your employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): DENISE Smythe
Signature: Denise Smythe
Dated: 10/31/16

DECLARATION OF DENISE SMYTHE

I, Denise Smythe hereby state and declare as follows:

1. My name is Denise Smythe I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I have been employed with Pacifica of the Valley Hospital ("Pacifica") for about thirteen years. I am currently employed by Pacifica as a Chief Financial Officer ("CFO"), an exempt position, and have held that position for two years. I have also held at Pacifica the positions of Accountant and Staff Accountant, which are non-exempt positions, as well as Controller, an exempt position. In my capacity as CFO, I oversee the Fiscal Services department, which includes three employees who work in sub-departments of Accounts Payable, Payroll, and Accounting. I also generally oversee the supervisors and directors of other departments, including Purchasing, PBX (Communications) and Business Office, but the directors are directly responsible for overseeing the employees within each of their departments.

3. I am not a member of any union. However, in my capacity as CFO, I am involved with the two unions that are affiliated with Pacifica: UHW 399 and SEIU 121-RN. I know that Pacifica and the Unions agreed to abide by a collective bargaining agreement, which generally sets forth the rules that govern the hospital. I also know that the Unions are very involved with protecting the union members' rights and because there are several Union representatives and stewards who work at Pacifica, any employee concern or issue is reported and addressed immediately. Therefore, the practice of what actually happens at the hospital may differ from the written policies because the Unions strongly advocate for the employees and Pacifica wants to make sure the employees are happy working at the hospital. Over the course of my thirteen years at Pacifica, I am not personally aware of any grievances filed by the Union asserting that any non-exempt employee was not provided the opportunity to take meal breaks or rest breaks and have never heard of any employee even complaining about missed meal or rest breaks

4. When I worked at Pacifica as a non-exempt employee, my typical shift was an 8.5 hour shift five days a week. I know that pursuant to Pacifica's policies, I was entitled to one 30-minute meal period and two 15-minute rest periods. My meal periods were auto-deducted from my shift, but I had the opportunity to clock out and back in for my meal period if I wanted to. It was just easier to have the autodeduct. There were about three of us non-exempt employees working in the department at that time, and we each had the opportunity to leave for our breaks whenever we wanted to. Our supervisor, George Watkins, did not schedule our breaks. To my knowledge, none of my coworkers in that department were ever denied a meal or rest period. It was a very lax atmosphere and we were in control of our break schedules. For example, even though I know we were technically entitled to only two 15-minute rest periods over the course of our shift, in practice we could really take as many rest periods as we want. In fact, because our one meal period was auto-deducted, I know there were several occasions where each of us took lunch breaks that were longer than 30 minutes and

rest breaks that were much longer than 15 minutes. But we were never disciplined or penalized, and we were always paid for the full 8 hours of work. Over the course of my many years working as a non-exempt employee, I never felt like I was not provided a meal break or rest break to which I was entitled.

5. In my capacity as CFO, all of the employees who I oversee work 8.5 hour shifts, which includes one 30-minute meal period and two 15-minute rest periods. The three employees who I directly oversee do not have their meal periods auto-deducted; they each clock out and back in for their meal period. I do not schedule their meal or rest breaks; I let them go on their breaks whenever they want to. I also do not monitor how long their breaks are. I have no idea where they go on their breaks or what they do. They can do whatever they want. I am sure many of them frequently take meal and rest periods that are much longer than the minutes set forth in Pacifica's written policies. Sometimes their breaks are probably exactly how long they should be and sometimes they are much longer. It truly varies every day. None of my employees have ever complained to me that he or she did not receive a meal or rest period. They know that if for they did miss a meal or rest period for any reason, they could fill out a Punch Variance Form or even just make a note on their time sheet, and Pacifica would pay them a premium for the missed break.

6. I do not know how the directors who I oversee handle the breaks in their respective departments. Each of them has the autonomy to specifically schedule the breaks for their employees or to – like me – let the employees take their breaks at their own leisure. I also have no knowledge of how other departments handle breaks. In my experience, each department handles it differently, as each hospital department is very unique and issues like break scheduling would be up to each director or shift supervisor. For example, how breaks are handled in the administrative departments is probably different than how breaks are handled for nurses in the surgery departments or employees in the janitorial department. It has to vary simply because of the fact that this is a hospital with different departments. Pacifica does not police any employees' breaks and I do not believe any employee has ever been disciplined for taking too long of a break. Like I said before, it is a very relaxed atmosphere at the hospital and Pacifica trusts that we are all professionals who can be in charge of our own meal and rest breaks. I personally think that because of the Unions' involvement with the hospital, Pacifica knows that if there were any issues with meal or rest breaks, it would be brought to their attention immediately and resolved immediately.

7. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

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I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on October 31, 2016.

Denise Smythe
Denise Smythe

EXHIBIT 14

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Melissa Mitchell

Signature: Melissa Mitchell

Dated: 10-31-16

DECLARATION OF MELISSA MITCHELL

I, Melissa Mitchell, hereby state and declare as follows:

1. My name is Melissa Mitchell I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Chief Nursing Officer and have held this position for about 1.5 years. I have been employed with Pacifica for about 20 years. I have also held the positions of Staff Behavior Health Nurse, Staff Case Manager, Director of Behavior Health Unit, Nursing House Supervisor, and Risk Manager. The staff and supervisor positions that I held were non-exempt; the remainder of my positions have been exempt.

3. I am currently not a member of any union but I was previously a member of the 121-RN Union. When I first joined Pacifica, I agreed to become a member of the Union and paid my union dues regularly. I did not go to union meetings when I was in the union, but have attended several meetings since I took on directorial positions at the hospital. I know that Pacifica and the unions have a collective bargaining agreement that sets forth various policies that Pacifica has to follow. I know there are policies in the CBA regarding meal and rest periods. If anything is unclear in the CBA, I know that Pacifica's employees can go to any union steward or representative to address any issue. It is very open here. Regardless of any written break policy, the union representation really ensures that meal and rest breaks are taken in the hospital. They make sure we get all the breaks and rights to which we are entitled. As a non-exempt employee, I never was denied the opportunity to take any of my meal or rest periods. Over the course of my employment with Pacifica, I do know there have been certain times when nurses have not gotten their meal period but I know that they orally told their supervisor or completed a form or just wrote it on their time card to receive premium pay each time. Even if an employee missed their break and did not do those things, he or she could talk to a union representative, or the director of their department, supervisor, human resources, among others at the hospital. We would make sure that employees received premium pay.

4. Over the course of my employment at Pacifica, I have worked both 8.5 and 12.5 hour shifts. As long as I can remember, regardless of the length of my shift and regardless of how many breaks I took during each shift, I always had just one 30-minute period deducted from my shift. My 12.5 hour shifts were as a Registered Nurse in Pacifica's Behavior Health Unit, and my 8.5 hour shifts were as a Case Manager in various departments.

5. When I worked as an RN, we had a schedule for our breaks that our Charge Nurse created each shift, but it was more like a guideline because nursing is such an unpredictable field so we had to modify the schedule on an as needed basis just depending on what was going on that shift. Sometimes if we knew a patient was coming in during our scheduled break time, we could switch with another nurse so that we could take our breaks earlier or later. There were some days that I wanted to

exercise during my break and went to run on the gym in the treadmill at the hospital, sometimes I would read, sometimes I would go on a walk outside the building, sometimes I would have lunch with my colleagues. We really could do what we want and when we wanted, and were able to take multiple breaks throughout our shift as needed. I have no idea how other Charge Nurses in the BHU scheduled the shifts; I think some of them would pair up the nurses to go on breaks together, whereas some would make each person go one by one, whereas others probably let the nurses create their own schedule. It really depends not only on each department but on how each Charge Nurse wanted to handle the shift. Throughout the time that I was an RN, I never heard anyone in my department complain about not receiving their breaks.

6. When I worked as a Case Manager, my schedule was more routine and I generally had lunch with the other employees in my unit. We would often have a pot luck for lunch and meet every day from 12:30-1 p.m. for our lunch break. We never had a schedule of when to take our 15-minute rest breaks; it was just whenever we wanted to and was not limited to only 30 minutes for meal periods and only 15 minutes for rest periods. Regardless of how long our breaks were, I was always autodeducted only 30 minutes from my shift. Throughout the time that I was a Case Manager, I never heard anyone in my department complain about not receiving their breaks. Also, as a Case Manager I often frequented the various departments at Pacifica, and never once heard anyone complain about not getting their breaks. Often times, many departments are not that busy so many employees are on an extended break.

7. As the Chief Nursing Officer, I oversee all of the nursing, pharmacy, health information management, case management and dietary departments. Each of these departments has a Charge Nurse or Supervisor for each shift and Directors for each department. Neither I nor the department directors schedule the breaks; each Charge Nurse and Supervisor handles the scheduling of breaks for each shift that they oversee. I do not tell them how to schedule their breaks because each of these departments are so different so the scheduling of breaks has to coincide with what is going on that day. I think some Charge Nurses are very strict about their scheduling but most of them are very easygoing and let the nurses and employees go on their breaks whenever they want. I do know that most employees in the hospital take breaks that are longer than what they are really entitled to get. There have been so many times that I walk the hospital and see employees hanging out on a break and I come back 45 minutes later and they are still on a break. Regardless of how long these breaks are, most of these people are only autodeducted 30 minutes. I also know there were times before where people who work the night shift would take 2-hour breaks because they just were not that busy. If any employee in any of the departments that I oversee missed a meal break, it would be brought to my attention so that I can sign off on the premium pay for payroll to process.

8. I have never had any issue where an employee felt that they did not receive a break and did not receive the corresponding premium pay. I know that if this happened, it would have been brought to my attention immediately. Except for the limited instances noted above where an employee has specifically stated they missed their meal break and was paid for one additional hour of pay, I am not aware of any

employee under my supervision who has not been provided the opportunity to take a 30 minute meal break after working five continuous hours. I also do not know of any person who did not receive a rest break to which they were entitled; as stated above, most people take much longer breaks than just 15 minutes.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on October 31, 2016.


Melissa Mitchell

EXHIBIT 15

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Jante Melchor

Signature: Jante Melchor

Dated: 10/31/16

DECLARATION OF TANTE MELCHOR

I, Tante Melchor, hereby state and declare as follows:

1. My name is Tante Melchor. I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Radiology-Tech and Supervisor for the Radiology Department. I have been the Supervisor for about 15 years. I have been employed with Pacifica for over 20 years. I have also held the position of Director of the Radiology Department and have worked in the Radiology Department during my entire employment. I currently supervise 7 full time employees and 8 per diem employees. Everyone in the Radiology Department, including myself, works an 8.5 hour shift.

3. I am currently a member of the UHW Union. As a Union member, I know that Pacifica and the Union have come to an agreement about the policies that affect my employment. I am really busy so I do not go to any Union meetings and or know the details of the policies, but I do know that the Union is very involved and makes sure that we get everything to which we are entitled. I have never had any issues with my meal and rest breaks at Pacifica, but I know that as a Union member, the first step if I had any issue would be to talk to my union steward and file a grievance. I just have never had to do that before. I have never heard anyone at this hospital complain about meal and rest breaks. I actually laughed when I found about this lawsuit because this hospital is so relaxed and takes care of its employees so everyone I know always gets their breaks.

4. As I have always worked the 8.5 hour shift, I know that I am entitled to one 30-minute lunch break and two 15-minute rest breaks. As the Supervisor, I choose to take a 45-minute meal period and then can take rest breaks during the day if I want to. I don't have a set schedule for my breaks; it really depends on each shift. Regardless of how long my breaks are or how many I take, I always receive 8 hours of pay for my 8.5 hour shift because 30 minutes is autodeducted from each shift. Nobody has ever prevented me from taking a break but I just decide each shift whether I want to take my rest breaks or not. During my lunch break, I usually sit in my office and do whatever I want to do. I can do whatever I want. This is my relaxation time.

5. As the supervisor, I let all of my employees take a 45-minute lunch break and then they can take whatever rest breaks they want to. I do not create a specific schedule for my staff. But I generally run my department so that after the first two hours of a shift an employee gets a 15 minute break, after 4 hours of the shift an employee gets the 45-minute lunch break, and after 6 hours of a shift an employee gets a 15 minute rest break. This sometimes varies because of what is going on in the department, but all of my employees know to follow this general system. All of the employees in my department are on the autodeduct, so they have 30 minutes autodeducted from their shift regardless of how long their breaks really are. Most of the time my employees tell me when they are going on their break but they do not have to;

it is really up to them. I do not know where my employees go when they are on a break. If they leave the hospital then they have to clock out and back in, but if they stay on the hospital premises, then they can really do whatever they want. I have never disciplined anyone in my department for any issue regarding breaks. Also, because of the autodeduct method, I am not aware of any records at the hospital that would show when any of my employees when on a break or for how long. I have never told any employee in my department that they could not go on a break and none of them have ever complained to me about not receiving any break, so I know that nobody has prevented any employee in my department from going on a break. If this had happened, I am sure I would have heard about it the same day.

6. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on October 31, 2016.



Tante Melchor

EXHIBIT 16

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

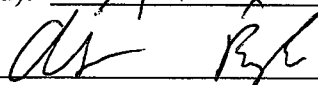
Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on your employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Alex Boye
Signature: 
Dated: 10-31-16

DECLARATION OF ALEX BOYKO

I, Alex Boyko, hereby state and declare as follows:

1. My name is Alex Boyko, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Director of Business Office and Admitting. The Business Office includes about 11-12 non-exempt employees. The Admitting department includes two sub-departments: the 24-hour Emergency Room Department (which includes about 15-20 employees) and the In-Patient Admitting Department (which includes about 3 employees). I have been employed with Pacifica for over 30 years. I have also worked in many various capacities at the hospital, including dishwasher, kitchen worker, purchasing, IT, materials management, business office, collector, biller, analyst, and so forth. I definitely believe I can give good insight on how things work at Pacifica because I have been here for so long and really worked in so many departments.

3. I am not currently a member of any union. However, over the course of my 30 years at Pacifica, I was previously a member of one of the unions that was affiliated with Pacifica. I was asked to be a union steward at one point but it involved quite a bit of training and involvement and at the time I did not want to do all of that. I have attended several union meetings. There have always been a lot of union stewards at the hospital so I always felt comfortable knowing that if I did have any issue, concern or complaint, I could go to any one of the union stewards who would address the issue immediately. I know that the union has a collective bargaining agreement with Pacifica, but everyone knows some portions of the CBA are really vague. Even the union stewards have said that the CBA is very vague. So a lot of things are different in practice because the written policies leave a lot of things up to interpretation. For that reason, any employee issue can be reported to the union and the union can address it with Pacifica to resolve immediately.

4. I estimate that I spent about 23 of my 30 years at Pacifica working as a non-exempt employee. I always worked an 8.5 hour shift, which included one 30-minute meal period and two 15-minute rest periods. I sometimes clocked out and back in for my meal period and sometimes had the meal period autodeducted from my time. It really varied and depended on what position I was working in and what was going on during that shift. Some of the departments that I worked in had a schedule for our breaks and in some I could go whenever I wanted. It completely depended on the department, what was going on that day, and who the supervisor was. For example, when I worked in materials management, I had a really strict supervisor who definitely made us stick to a specific break schedule. He wanted us to come back from our meal period at exactly 30 minutes and come back from our rest periods at exactly 15 minutes. But for many of the other departments that I worked in, the supervisors were really relaxed about it and let us go for longer periods of time. For the times when my meal period was autodeducted, I could go for a lunch break that was longer than 30 minutes or have rest breaks that were longer than 15 minutes, but was always paid for my full

shift. Regardless of the department that I worked in, I was never prohibited from taking a meal or rest period and never felt like I was denied any break.

5. In my capacity as Director of Business Office and Admitting, I have to handle the breaks differently for the different departments that I oversee.

6. The employees who work in the Business Office work 8.5 hour shifts and I do not schedule any of their breaks; they all go on their own. Most of them clock out and in for the meal period but some of them prefer to have their meal period autodeducted. I do not know where they go on their meal periods, but I think most of them might go eat in the cafeteria. It is up to them. For those who have their meal period autodeducted, I have no way to track whether they took a meal period that was longer than 30 minutes. It is really based on the honor system. There are some employees who always take a longer lunch and I usually give them the leeway to do so because they get their work done. I have never prohibited anyone from taking a break. In fact, there have been many occasions where I have asked an employee to complete a task and they told me they wanted to go on a break, and my answer was for them to go and then complete the task when they return. Nobody in the Business Office has ever complained to me that he or she did not receive any meal or rest period. If they did, there is a form that they could fill out that states as such and I would give the form to payroll to process. Over the course of my many years at this hospital, I know that the staff at this hospital is very vocal and will not hesitate to say they are unhappy about something. Things are reported right away.

7. The employees who work in the 24-hour ER Admitting department work three 12-hour shifts per week. I am really easy on these employees when it comes to breaks. They can really take as many lunch and rest breaks as they want because I know it can be a stressful shift. I usually let them take longer breaks if they want to so that they can get the rest they need to come back and fully perform. I know they have a right to go to their union and complain if they felt overworked or that they did not get any of their breaks. Every shift in this department is different; some days are really slow and it seems like their whole shift is a break, whereas other days are really busy so I know they really need good breaks to have time to catch their breath. I definitely know there are times when some of them take an hour or even longer for their meal periods. I schedule the shift but I do not schedule their breaks; it is completely up to them to go when they want. Most of the time, they work together to create a break schedule that works for that shift. I don't know what they do during their breaks; I think some of them go outside to get fast food. Some of them probably take naps too. I think some of them probably go to the nurse's lounge during their rest breaks, and these breaks can vary from 15 minutes to 20 minutes or sometimes even longer. It just depends on each shift and what is going on during that shift. I have never denied any of them the opportunity to take any of the breaks for which they are entitled. All of the employees in my department know that they could come to me if they have any issue with a missed break or go to Human Resources or even directly to payroll to make sure their paycheck is modified accordingly.

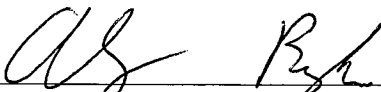
8. The employees who work in the In-Patient Admitting Department work 8.5 hour shifts. I think most of these employees clock out for their meal period. I do not schedule their breaks; they can go whenever they want to. I am not stricter with these employees; I want to make sure they do their job but I also know that some of them can take advantage by taking longer breaks. We do not track how long their rest breaks are, so I know for sure that some of these employees take rest breaks that are longer than 15 minutes each. There are so many occasions where someone will come into the department and just start chatting with my staff about personal matters. I don't police my staff and tell them not to have these conversations; sometimes they can talk for 20 minutes, 30 minutes, or even longer and they are not performing any of their job duties. But as long as they get their work done over the course of the day, I do not mind. I have never disciplined anyone in this department for taking too long of a break. I also never heard of anyone complaining that he or she did not get a meal break or two rest breaks during any shift.

9. Because I do not create a schedule for the breaks, the number and length of any of my employees' breaks really depends on the department, the shift, and the individuals' preference. Some of them try to stick to the 30- and 15- minutes to which they are entitled whereas others definitely take longer breaks. I am not aware of any records at Pacifica that would show when any employee took a rest break or when any employee on autodeduct took a meal period, or how long any of these breaks are. I know that if anyone felt that they were shorted a break, either I would hear about it from them directly or I would hear about it from the Union or HR. I do not think anyone at Pacifica has ever prohibited an employee from taking a break.

10. Over the course of my 30 years at this hospital, I am not aware of any grievances filed by the Union asserting that employees are not being provided the opportunity to take meal breaks or rest breaks. I actually find it impossible that this would ever happen because this hospital is so laid back about breaks.

11. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on October 31, 2016.



Alex Boyko

EXHIBIT 17

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on your employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Deborah Lomas

Signature: Deborah Lomas

Dated: 10/31/16

DECLARATION OF DEBORAH LOMAX

I, Deborah Lomax, hereby state and declare as follows:

1. My name is Deborah Lomax I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as the Director of Food and Nutrition Services Department. I have been employed with Pacifica for about 4.5 years and have held the Director position for the entire time. I oversee approximately 30 employees in the department. They are all non-exempt employees and they all work 8.5 hour shifts.

3. I am not a member of any union. However, I am aware that there are unions affiliated with Pacifica and am aware that there is a collective bargaining agreement that sets forth various policies and procedures that Pacifica must follow. Regardless of any written break policy, the union representation ensures that meal and rest breaks are taken in the hospital. In my capacity as Director, I have attended union meetings when there are any issues involving my department. None of these meetings ever included any discussion of missed meal or rest breaks. In fact, I have never heard of any employee not receiving a meal or rest break for which they did not receive the corresponding premium pay.

4. My department is open from approximately 5:00 a.m. to 8:00 p.m. each day. Therefore the employees in my department work staggered 8.5-hour shifts throughout the day, and there are about five shifts each day. Each of these employees is entitled to one 30-minute meal period and two 15-minute rest breaks. To my knowledge, all of the employees in my department clock out and back in for lunch. There may have been occasions where one of my employees did not clock out and back in for lunch and the meal period was therefore autodeducted. I know that they still received their lunch break because if they did not, they would have complained to me about it immediately. My staff knows they are required to punch out and back in for lunch.

5. For each shift in my department, I specifically schedule each lunch break and each rest break. I post this schedule on the bulletin board in my department two weeks in advance of each schedule. Therefore, I know during each shift who is supposed to be on break and when. I generally plan the lunch breaks to occur about 4 hours into the shift, and plan the rest breaks about 2 hours and 6 hours into the shift. I have no clue what my employees do during their breaks; it is completely up to them. Employees in my department did overtime on occasion, and those who did often worked 30 minutes to 1 hour of overtime. I would encourage these employees to take an additional break for that longer shift.

6. Because I am very involved in scheduling the breaks, I know that each employee in my department has been provided all meal and rest breaks to which they were entitled and because I am in charge of the scheduling, I know that nobody in my

were entitled and because I am in charge of the scheduling, I know that nobody in my department was ever prevented from taking a break. If for some reason they were not provided a break – although I cannot imagine such a situation – they know to complain to me and they would receive premium pay for that missed break.

7. It is also my understanding that Pacifica does not maintain any records to verify when any rest breaks were taken and for how long. In reality, I know that most of the employees in my department take lunch breaks that average about 40-45 minutes in length and take rest breaks that are probably longer than 15 minutes. Rather than have an issue of someone not getting breaks, I more often than not have the issue of my employees taking breaks that are too long.

8. I do not know how other departments in Pacifica handle the scheduling of breaks. My understanding is that each department at Pacifica probably handles it differently – some supervisors might create a schedule for their staff's breaks like I do, whereas others may be more lax and let the employees in the department leave for their meal and rest breaks whenever they want.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on October 31, 2016.


Deborah Lomax

EXHIBIT 18

CONSENTIMIENTO PARA LA ENTREVISTA

La firma de abogados Foley & Lardner LLP se ha sido retenida para representar a su empleador, Pacifica Hospital of the Valley ("Pacifica"), en una supuesto demanda colectiva bajo ley de California traída por una ex enfermera vocacional licenciada ("LVN"). El caso es titulado *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, y está pendiente en la Corte Superior del estado de California, para el Condado de Los Angeles, caso no. BC 559056.

La Demandante afirma que a ella y otros empleados no se les proporciono periodos para la comida o de descanso, que Pacifica le proveo a la Demandante y a otros empleados menos de treinta minutos completos para el periodo de la comida, y otras reclamaciones relacionadas por sanciones resultantes de estas supuestas violaciones del periodo de la comida y periodo de descanso. La Demandante alega que ella y otros miembros potenciales de la clase se les debe dinero por períodos perdidos de comida y descanso y sanciones relacionadas bajo el código laboral de California. Pacifica está en desacuerdo con las pretensiones de la demanda y esta defendiendose contra la demanda.

Pedimos entrevistar(a) sobre información relacionada con las denuncias, como se alega por la Demandante, y el propósito de esta entrevista es permitir que Pacifica determine los hechos para asistir le en su investigación. Estamos interesados solamente en obtener los hechos sobre su empleo con Pacifica, y en particular si se ha recibido periodos de comida y de descanso. Su participación o falta de participación en esta investigación no afectará su trabajo o sus derechos como empleado. La ley de California prohíbe específicamente represalia por la participación en una investigación en materia de salarios y horarios. Usted tiene el derecho de negarse a participar en esta entrevista sin afectar su trabajo o sus derechos como empleado. Su decisión de participar en esta entrevista es totalmente voluntaria. Usted es libre de cambiar de opinión en cualquier momento acerca de si desea participar en la entrevista o negarse a responder cualquier pregunta. También debe entender que no será recompensado o tratado más favorable a causa de su participación en esta entrevista.

Si participa en la entrevista, se le puede pedir a dar una declaración jurada. Esta declaración puede divulgarse a otras entidades o personas si es necesario para conformidad con los procedimientos legales. En caso de estar de acuerdo o negarse a proporcionar dicha declaración, esa decisión no tendrá ningún impacto en se empleo con Pacifica.

Si se certifica una demanda colectiva, como la Demandante lo desa, y usted no afirmativamente opta por no ser parte de la colectiva, entonces puede puede formar parte de la colectiva en la demanda. Participación en esta entrevista puede afectar su capacidad para participar en la demanda si usted desea participar y puede ser contrario a sus interés en potencialmente recuperar el dinero que la Demandante alega que debe Pacifica.

He leído esta declaración. Estoy de acuerdo en que ninguna declaración verbal incompatible con este consentimiento se han hecho a mí por el entrevistador.

Nombre (imprimido): Edmundo Guzman

Firma: Edmundo Guzman

Fecha: 10/31/16

DECLARATION OF ORLANDO GONZALEZ

I, Orlando Gonzales hereby state and declare as follows:

1. My name is Orlando Gonzalez I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as the Coordinator of Housekeeping. I have been employed with Pacifica for about 18 years. I have held other positions within the housekeeping department as well. I oversee about 30 employees during now. The number of employees vary each shift and range from 1 to 20. I have always been a non-exempt employee at Pacifica.

3. I am a member of the UHW Union. When I first joined Pacifica, I agreed to become a member of the Union and have paid my union dues throughout my employment. As a Union member, I know that Pacifica and the Union have agreed to terms that apply to all of us Union members. I know that the Union is very involved with protecting our rights and make sure that we feel comfortable working at the hospital. As a Union member, I also know that there are several Union representatives or stewards at Pacifica who I can talk to if I feel there is any issue regarding my employment. I frequently talk to one of the union stewards, Vilma Moran, because I feel the most comfortable with her, but I know I could talk to any of them. The Union stewards are very involved in making sure we are happy with our employment and I know they address any employee issue quickly. I have never been denied the opportunity to take a meal period or a rest period, but if I did, I know that I could notify Vilma to handle the issue and protect me. I am also not aware of any grievances filed by the Union asserting that any Pacifica employee was not provided the opportunity to take a meal breaks or rest break.

4. My typical shift at Pacifica varies depending on the needs of the housekeeping department, but it is always 8.5 hours long. My shift includes one 30-minute meal period and two 15-minute rest breaks. But I prefer to combine my two rest breaks into one 30-minute period, so I usually take two 30-minute breaks during my shift. I do not clock out and back in for my meal periods and instead have them autodeducted from my shift. But I have the option to clock out and back in if I want to. I usually have both of my meal periods in the cafeteria. Sometimes my break is only 30 minutes long but sometimes it is longer because the cafeteria is busy or I just take a little bit longer. I have never been disciplined for taking a longer break. Nobody has ever prohibited me from taking any of my breaks.

5. As the Coordinator of Housekeeping, I do not schedule any of my employee's breaks. They go when they want and come back when they want. None of my employees clock out or back in for their breaks; everyone is on autodeduct. Some of my employees go to the cafeteria for their breaks, some go to an empty unit on the third floor to relax or talk on their phone or do whatever they want, some leave the hospital. It is completely up to them. Because they are on autodeduct, there is no record that I know of to show exactly when they each took their breaks or for how long.

Regardless of how long any of our breaks are, we are always paid for our full shift. I do not require that any of my employees tell anyone when they go on a break; they can leave and come back when they want. Nobody has ever told me that they did not get a meal or rest break. If any one did not get their break during their shift, I know that they would tell me right away. I have never disciplined anyone in my department for any issue involving breaks.

6. I do not have any knowledge of how employees in other departments handle their breaks. Everyone does it differently because it depends on the job duties and what is going on during that shift. I know that Pacifica and the unions have written policies about the breaks, but a lot of it is different in practice because this is a hospital

7. I have had an opportunity to review and revise this Declaration. I have also had the opportunity to have this Declaration translated into Spanish. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on October 31, 2016.



Orlando Gonzalez

EXHIBIT 19

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): ALAN CONCEPCION

Signature: 

Dated: 11/2/16

DECLARATION OF AL CONCEPCION

I, Al Concepcion, hereby state and declare as follows:

1. My name is Al Concepcion. I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Lead Therapist of the Respiratory Department and have held this position for approximately 14 years. I have been employed with Pacifica for about 19 years and worked as a Respiratory Therapist before I became the Lead. I have been a non-exempt employee the entire time. As the Lead, I oversee about 23-24 employees who are all Respiratory Therapist, all non-exempt employees, and all work 12.5-hour shifts.

3. I am a member of the SEIU-UHW Union. I have been a member of this union since my first day at Pacifica and agreed to have union dues deducted from my paycheck throughout my employment. As a Union member, my employment with Pacifica is governed by a collective bargaining agreement, which explains in detail the policies about our meal and rest breaks. As a Union member, I also know that there are several union representatives or stewards at Pacifica who I can talk to, in addition to talking to the Director of my department, if I feel there is any issue regarding my employment. We have a very flexible atmosphere at Pacifica, especially with regards to taking meal and rest breaks. Over the course of my employment at Pacifica, I have never been denied the opportunity to take a meal period or a rest period, but if I did, I know that I could notify my Director or union representative to handle the issue and protect me. I am not aware of any grievances filed by the union asserting that any non-exempt employee was not provided the opportunity to take meal breaks or rest breaks. I have also never heard anyone in my department complain about being denied the opportunity to take a meal period or a rest period.

4. My typical shift at Pacifica is from 6:30 a.m. to 7:00 p.m. and have worked this shift for at least the last six years.

5. I know that Pacifica has a written policy regarding meal periods, and Pacifica's auto-deduct practice automatically deducts 30 minutes over the course of the 12.5 hour shifts for a 30-minute unpaid meal period. Pacifica's written policy regarding rest periods also permits us to take 15-minute paid breaks even though the law requires only 10 minutes. However, regardless of these written policies, in practice, our schedules vary so much so we can multiple rest breaks and meal breaks throughout the day for varying amounts of time. In my experience, each department at Pacifica handles it differently; as far as I can see, most supervisors are pretty relaxed about break times and let the employees dictate when they take their breaks and for how long. It really depends on what each department and each employee within that department for any given day.

6. For me personally, I do not stick to any specific schedule for my breaks. It completely varies each shift and I take them when I want to. During my rest breaks, I

usually read in my office or I will go for a walk around outside the hospital to get some sun. During my meal periods, I will usually eat go to the cafeteria to get some lunch and eat it in the department with other Respiratory Therapists who are on their break. I have taken meal periods longer than 30 minutes. My meal and rest periods have always been provided; nobody has ever prevented me from taking any of my breaks. Sometimes I choose to waive one my meal periods but that is because of my personal preference and not because anyone has forced me to continue working. Regardless of the number of breaks I take during my shift and regardless of how long they are, I am always paid for 12 hours of working time each shift.

7. I do not assign specific times for the Respiratory Therapists in my department to take their meal and rest periods because I want to make sure each one goes when they want to go and not when they are forced to go. I do not require that they tell me when they go on their break or when they return. Most of my employees take their breaks at generally the same time each day but again it will vary just based on what is going on during that specific shift. I do not keep track of how long my employees are on break; I am sure there are times when their breaks were longer than 15 minutes or 30 minutes but I have never disciplined an employee for taking too long of a break. I have never prevented any of my employees from taking a break, and as the Lead, I know that no one has prevented any person in my department from taking a break when he or she wanted to. Also as the Lead in my department, I know that there have been only a handful of times where my employees complained that he or she did not get a full break, and for each of those times, I notified the payroll department so that the employee would receive the appropriate amount of premium pay.

8. To my knowledge, there would be no way to really track when any of my employees took a break or for how long because only one 30 minute period is automatically deducted and the rest of our breaks are all on the clock and paid for.

9. I understand that one of the employees who used to work in my department, Adam Corey, has submitted a declaration stating that he did not receive proper meal and rest periods. I do not believe Mr. Corey was ever prevented from taking any of his meal or rest periods. I never once received a complaint from Mr. Corey regarding meal and rest periods. In fact, during the time that he did work at Pacifica, I received several reports from other Respiratory Therapists who stated that Mr. Corey was sleeping during his shift and had his feet propped up his on another chair.

10. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

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I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on November 2, 2016.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Al Concepcion

EXHIBIT 20

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

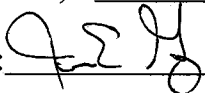
We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on your employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): JESUS E. GOMEZ

Signature: 

Dated: 11-2-16

DECLARATION OF JESUS GOMEZ

I, Jesus Gomez, hereby state and declare as follows:

1. My name is Jesus Gomez. I am over eighteen (18) years of age and I have personal knowledge of the facts stated in this Declaration.
2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as the Director of the Emergency Room and Security Department, and have held this position for two years. I also have been serving as the interim Director of the Behavioral Health Unit for the last few months. I have been employed with Pacifica for over ten years. I have held the positions of an Emergency Room nurse, Emergency Room charge nurse, Director of the Critical Care Unit, Director of the Admitting Department, and Chief Disaster Officer. I therefore previously worked as a non-exempt employee but have been an exempt employee for about two years. In my current role, I oversee over 150 employees. They are all non-exempt employees and work a combination of 8.5-hour and 12.5-hour shifts.
3. I am currently not a member of any union affiliated with Pacifica, but previously was a union member and a union steward when I was a non-exempt employee at Pacifica. When I first joined Pacifica, I agreed to become a member of the Union and paid my union dues. As a union member, my employment was governed by a collective bargaining agreement, which explains in detail the policies about our meal and rest breaks. The union has always been very involved with protecting employee rights under the CBA, including the right to take meal and rest periods. In fact, as the Director, I cannot get anything done without union approval. We also have several union representatives or stewards throughout the hospital, so any employee can relay any concern to any of these stewards and it will be addressed immediately. As the Director, I have to go to monthly meetings that involve both Pacifica representatives, union representatives, and the union stewards who are Pacifica employees, and we all discuss any issues that have been going on. During these meetings, union stewards can raise any issue affecting the employees, but I have never heard anyone mention that any employee was not provided with proper meal or rest periods.
4. When I worked as a non-exempt employee, there were times that I was not provided my meal or rest break but I always wrote it on my Kronos time sheet and always received premium pay for that missed break. Even now as a Director, I have all of my employees write down on their time sheet if they ever are not provided a meal or rest period and I know that our payroll department pays these employees the corresponding premium amounts. I am not aware of any employee who has been denied a meal or rest period and not received premium pay for that missed period, and am not aware of any union grievance regarding meal and rest periods.
5. When I worked as a non-exempt employee, I worked the 12.5 hour shift in the Emergency Room and worked both day and night shifts. During this time, I did not clock out for my meal periods unless I left the hospital premises, which was rare. I would often take my breaks in the nurse's lounge in my department because it had a

couch and television and we could relax in there. I usually preferred to be by myself during my breaks and did not take it with my coworkers. Regardless of the written policies, I generally took one hour for my meal period because that was my personal preference and could take additional breaks throughout the shift if I wanted. Because one 30-minute meal period was automatically deducted from my shift, regardless of how many breaks I took or how long my breaks were, I was always paid for the full 12 hours of working time each shift. During the time that I worked as a nurse – including when I was an ER nurse and when I was the ER charge nurse – we all decided our break schedule on our own so that we could go when we wanted. Nobody told us when to go on our breaks and as the Charge Nurse I never told anyone in my unit when to take their breaks. We independently made it work based on what was going on during that specific shift. Nobody ever told me that I could not go on a break when I wanted; if anything, it felt like the opposite – I could go on a break whenever I wanted and my coworkers would accommodate that.

6. In my experience, each department at Pacifica handles the break schedules according to what works best for the employees in that department and for each specific shift. There is not just one schedule that can be applied to all of us at the hospital. Because of what we do, so many things depend on what is going on in each department during each shift.

7. As the Director, I do not handle the scheduling of any breaks. For the ER department, CCU, and BHU, the charge nurses for each shift are in charge of handling the breaks. For the Security department, the lead handles this task. They are all union members and some are union stewards so I know they are fully aware of what breaks they are entitled to and they all make sure their staff gets those breaks. I let each of these charge nurses and leads structure the break schedule to best fit their shift, and I believe most of these supervisors let the employees go on a break whenever they want. Some may create a suggested schedule for breaks but employees are free to deviate from these. Most employees take their breaks based on individual preferences. To my knowledge, nobody in the departments I oversee has ever complained that another person prevented him or her from taking a break. Some employees waived their second meal periods simply because they wanted to that day. We always have had enough people on backup so that if someone was on their break and we needed help, we could call the backup so that the person on break is not forced to come back before the break is over.

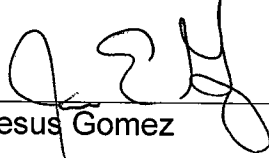
8. There have been some occasions where a nurse in CCU has requested to take a break and there is no one to cover him or her at that time, so they call me and I go cover their shift so that they can take the break when they want to. On the rare occasions that they are unable to take a full break, they know to make a note on their time sheet and I make sure that they are paid the premium pay. The majority of these employees work the 12.5-hour shift with the one 30-minute autodeduct, so regardless of how many breaks they take each shift or how long each break is, they get paid for the full 12 hours of work.

9. It is really flexible at Pacifica. In my experience, everyone always made accommodations for each other. Sometimes people wanted a longer break to run an errand or a longer break because they were not feeling well. These things were not in writing but in practice it was just the understanding that you can do whatever you need to do – including taking whatever breaks you needed or wanted to. I never disciplined or reported an employee in my department for taking too long of a break; it was always up to each employee to take a break and come back to work. And if for any reason they did not get a full meal or rest period, they know to write it on their time sheet or tell me directly and I would make sure to pass the information to payroll so that the employee could get the appropriate premium pay.

10. In my department, I do not require employees to not clock in or out when they take their rest breaks, and I am not aware of records that indicate when my nurses take their breaks or how long those breaks are. To my knowledge, no nurses at Pacifica clock in or out when they take their rest breaks. Furthermore, I am not aware of any records maintained by Pacifica indicating when nurses take their breaks (or if a break was missed) or how long those breaks are.

11. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on November 2, 2016.



Jesus Gomez

EXHIBIT 21

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

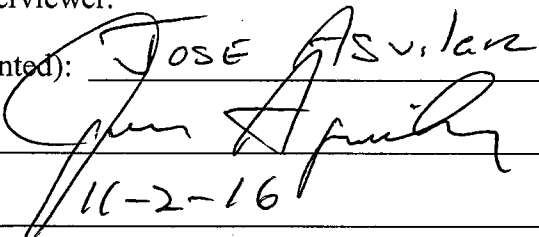
Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): JOSE ASVILAR
Signature: 
Dated: 11-2-16

DECLARATION OF JOSE AGUILAR

I, Jose Aguilar, hereby state and declare as follows:

1. My name is Jose Aguilar, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as the Director of the Purchasing and Central Supply Departments, and have held this position since I joined Pacifica about 4.5 years ago. In my capacity as Director, I oversee approximately 4 non-exempt employees and 1 exempt employee. My full time employees work 8.5 hour shifts and my per diem employee works either a part-time shift or an 8.5 hour shift.

3. I am not a member of any union affiliated with Pacifica, but I know that there are two unions affiliated with the hospital and my employees are union members. I know that Pacifica is governed by the collective bargaining agreements that it and the unions agreed to follow, and that the CBA sets forth several policies, including those regarding meal and rest periods. As far as I am aware, the union is pretty involved with employee issues and listens to all employee issues and concerns. I do not personally attend all of the monthly meetings that Pacifica and the unions have, but I know they occur because I have been asked to attend a few to address issues that involve my department. I am not aware of any union grievance or concern regarding meal and rest periods, and have never heard of any complaint that an employee was denied a meal or rest period. I know that if any employee in my department did miss any one of their breaks, he or she would receive the appropriate amount of premium pay; and if for some reason an employee was consistently missing his or her meal or rest period, Pacifica and the union would have been notified.

4. The Purchasing Department is open from 7:00 a.m. to 3:30 p.m. and Central Supply is open from 7:00 a.m. to 4:30 p.m. I generally have one employee working in the Purchasing Department and two employees working staggered shifts in Central Supply. I know that pursuant to Pacifica's and the union's policies, my employees who work 8.5 hour shifts are entitled to one 30-minute meal period in the middle of their shift and two 15-minute rest periods at the first and second halves of their shift. When the employee in the Purchasing Department leaves for his breaks, we usually close the office or I cover for him so that he can go on his break. The employees working in Central Supply usually cover for each other so that each person can take whatever break he or she wants to take. Most of the employees in the departments I oversee take their first break two hours into their shift, their meal period within five hours into their shift, and then a third break before the end of their shift. Most of the employees I oversee choose to have their meal and rest breaks in the Central Supply break area. I do not generally join them for their breaks; they can do whatever they want and go wherever they want.

5. Although my employees have the option to clock out for their meal periods, they all prefer to have the meal periods auto-deducted because it is more

convenient for them. I do not tell my employees when to go on their break and I do not police the length of their breaks. They know that the meal period is supposed to be 30 minutes long, but they could take a slightly longer break and I would not discipline them. It is not my practice to micromanage people. My employees are free to go on a break whenever they want. However, because most of them have been working at the hospital for over ten years, they have their own routine and preferences that they choose to follow.

6. As most of my staff prefers to have their meal periods auto-deducted, I am not aware of any records at Pacifica that could verify exactly when any of my employees took a break and for how long. I do know that each of my employees has received all of their meal and rest breaks because I would have received a complaint if they were not able to take a break. I have never prevented anyone in my department from taking a break and have never received a complaint from anyone in my department about a missed or incomplete break. If anyone in my department had not received a proper break, I know they would have told me and I would have made sure he or she received premium pay.

7. I do not know how supervisors and directors in other departments handle breaks for the employees in those departments because each department has different responsibilities. A shift for an employee working in patient care will be very different than a shift for an employee working in non-patient care. There is no way to treat them all the same.

8. I frequently walk around the hospital and I always see people on their breaks, so it is laughable to me that someone would claim that none of the employees here get their breaks. In fact, each department has a special break area or lounge so that the employees in the department can have a proper break. I have seen many nurses on break in their respective department nurse lounges, and many have invited me to join them on their break.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on November 2, 2016.


Jose Aguilar

EXHIBIT 22

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on your employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): KAREN B. DOSS

Signature: Karen B. Doss

Dated: 11/21/2016

DECLARATION OF KAREN DOSS

I, Karen Doss, hereby state and declare as follows:

1. My name is Karen Doss. I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Director of Rehab Services and have held this position since I joined Pacifica in 1999. In my capacity as Director of Rehab Service, I oversee the sub-departments of physical therapy, occupational therapy, speech language pathology and recreational therapy. In total I currently oversee about ten Pacifica employees. They are all non-exempt employees. My full time employees work 8.5-hour shifts, and my per diem employee works shifts that are 8.5 hours or less.

3. I am not a member of any union affiliated with Pacifica. However, I am very familiar with the union representation at Pacifica both because of my several years at Pacifica and because the majority of my staff are union members. In terms of meal and rest breaks, I know the employees I oversee are entitled to one 15-minute rest break in the first half of their shift, one 30-minute meal period in the middle of their shift, and another 15-minute rest period in the second half of their shift. The Union is very involved with protecting Pacifica's employees' rights, including the right to take meal and rest periods. I know that there are several Union representatives or stewards at Pacifica who my staff can talk to if they feel there is any issue regarding their employment, including any issue with their meal or rest periods. Over the course of my time at Pacifica, I have never heard of any employee in my department who was denied the opportunity to take a meal period or a rest period, and have never heard of any union grievances regarding meal or rest periods.

4. My typical shift at Pacifica varies, as I am an exempt employee and my shift depends on the work flow of the hospital and what the surgery schedule is at the hospital. I stagger the schedule for my staff so that they each work 8.5 hours shifts ranging generally from 7:00 a.m. and ending at 6:30 p.m. Most of my staff chooses to have their meal periods automatically deducted from their shift so that they do not have to clock out and back in for their lunch break. They can clock out for their meal period if they wish and it would override the automatic deduction.

5. I do not micromanage and schedule my employees' meal and rest breaks. I have informed each of them to follow a structure of taking a rest break in the first half of their shift, taking a lunch break about four hours into their shift, and taking a rest break in the second half of their shift. But I do not police them or tell them when to go on their breaks; I want to let them go on a break when they want to go. Most of them do follow the general structure I mentioned before. I have never prevented them from taking any of their breaks, and as I am the Director who oversees the department, I know that no one has prevented any person in my department from taking a break when he or she wanted to. Sometimes the employees will eat in the department itself, sometimes they will go to the cafeteria downstairs, and sometimes they will leave the

hospital to have their break outside. I do not tell them where to go or where not to go. I never disciplined or reported an employee in my department for taking too long of a break; it was always up to each person to take a break and come back to work.

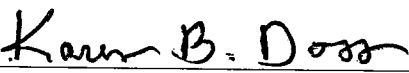
6. Except for the limited times when my staff clocked out to leave the building for a break, most of my employees choose to have their meal periods automatically deducted. Because of this autodeduct practice and the fact that they are paid for their rest periods, I am not aware of any record that Pacifica would have to indicate exactly when each of my employees took their breaks and for how long. I have never timed any of their breaks; we follow the honor system and hope that nobody abuses the practice. To my knowledge, nobody in my department has ever missed a meal or rest period or had too short of a meal or rest period. If they had, I know they would have reported it to me and I would have informed the payroll department so that the appropriate premium pay could be issued.

7. Most of my employees do not work overtime. On occasion, my physical therapists may work overtime for about an hour or so. These are usually situations that are out of our control and very last minute. I have told my physical therapists that in these situations, they are welcome to take an additional break if they want even though their working time for the day is still less than 10 hours. We have a very open and flexible atmosphere in my department.

8. I do not know how other departments in Pacifica handle meal periods or whether employees clock out for their meal periods. The departments are so different at the hospital; comparing the nursing department to my department is really like comparing apples to oranges.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on November 2, 2016.



Karen Doss

EXHIBIT 23

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): RONALD CAMPBELL

Signature: Rampbell

Dated: November 2, 2016

DECLARATION OF RONALD CAMPBELL

I, Ronald Campbell, hereby state and declare as follows:

1. My name is Ronald Campbell. I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as the Director of the Medical/Surgical and Critical Care Departments. I have been the Director of Med/Surg for about five years and the Director of Critical Care for a few months. I have been employed with Pacifica for about five years and have been a Director the entire time. I have therefore always been an exempt employee at Pacifica. In my capacity as Director of Med/Surg, I oversee about 75 employees who are all non-exempt. In my capacity as Director of Critical Care, I oversee about 10-15 employees, who are all non-exempt. The majority of the employees I oversee work 12.5 hour shifts; there is one employee who is a secretary and she works an 8.5 hour shift.

3. I am not a member of any union affiliated at Pacifica, but I do know that there are two unions at this hospital because all of my employees are union members. I know that there are collective bargaining agreements that the unions and Pacifica agreed to, and they set forth some written policies that we all must follow, including policies about meal and rest breaks. In practice, however, the employees get many more breaks because very few supervisors actually police employees about when to go on a break and when to come back. I also believe that the unions are pretty involved with protecting the employees' rights and employees regularly talk to the union stewards who are all over the hospital. I have never heard any employee at Pacifica complain about not getting meal or rest periods and have never heard of any union grievance about meal or rest periods. If anyone had complained, I know that Pacifica would have immediately addressed the issue because the union would make sure of it.

4. I do not schedule the breaks for any of the employees in the departments I oversee; I have delegated that task to the charge nurses who are in charge of each shift. Each charge nurse has the independence to structure the shifts in his or her own way to make sure it best fits the shift for that day. I know that the charge nurses will make sure that each employee in the shift is provided the opportunity to take all the breaks to which he or she is entitled because the charge nurses are union stewards and are therefore very well-versed in the employees' rights and protecting the employees.

5. I know that Pacifica has a written policy regarding meal periods, and Pacifica's auto-deduct practice automatically deducts 30 minutes over the course of the 12.5 hour shifts for a 30-minute unpaid meal period. Pacifica's written policy regarding rest periods also permits us to take 15-minute paid breaks even though the law requires only 10 minutes. However, regardless of these policies, in practice, most employees take many more breaks over the course of the shift because Pacifica is very flexible about meal and rest periods. Also, because only one 30-minute period is automatically deducted, there is really no way to track how many breaks an employee took each shift or for how long. I am confident that each employee in my department has taken their

breaks because if they did not, I would most definitely hear about it. Employees here are not afraid to speak up about their paychecks and their breaks. I do recall occasions where nurses have written on their time card that they did not receive a break and payroll automatically includes one hour of premium pay. The reality is that employees at Pacifica are permitted to take several rest breaks and meal breaks throughout the day for varying amounts of time.

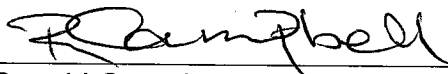
6. As a Director who currently oversees two departments, I think each department at Pacifica handles the issue of meal and rest breaks differently because it is really up to the charge nurse or supervisor in each department and each shift to decide whether to create a specific break schedule or to let the employees go whenever they want. I think most of the charge nurses in the departments I oversee let the nurses go on break whenever they want; they make it really easy. Because these charge nurses are union stewards, I know that they will not prevent any nurse from going on a break and in fact probably encourage the nurses to go on their breaks.

7. I know for sure that some employees take longer than just 30 minutes for their meal periods and because of the autodeduct practice, these nurses are getting paid for some of that break time. I have never disciplined any employee for taking too long of a break because I am only concerned about patient care and making sure they get their work done. I do not know if some of the charge nurses in my departments require that the nurses check in with them before and after each break, but I believe the general practice is for each nurse to go on a break whenever they want and there is no requirement to notify anyone about it. There is therefore no real record of how many breaks anyone took or for how long. We trust that everyone here is a professional and can independently decide when to go on a break and when to come back.

8. I first met Kyle Frencher when she worked at Pacifica as a registry nurse. I had mixed thoughts about her because she was a fairly slow worker and the department tends to move at a very fast pace, but thought she got the work done so I decided to hire her. After I learned about Ms. Frencher's allegations that she did not receive proper meal and rest periods at Pacifica, I received several reports from the other nurses who worked with Ms. Frencher stating that she was a very heavy smoker and took very frequent breaks throughout her shift. They were all incredibly surprised that Ms. Frencher had filed a claim about not receiving any breaks, when the reality was that she was actually the one who was almost always on a break and forced the others in her shift to constantly cover for her and take care of her patients. I think that, because of Pacifica's lax practice regarding meal and rest breaks, nobody thought to mention it or complain about Ms. Frencher taking too long during her breaks because that is just how Pacifica is; the hospital is really lenient when it comes to letting nurses do what they want and most people work together to get the job done.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on November 2, 2016.

A handwritten signature in cursive script that reads "Ronald Campbell". The signature is written in black ink and is positioned above a horizontal line.

Ronald Campbell

EXHIBIT 24

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed):

Lisa Bernal

Signature:

Lisa Bernal

Dated:

2/11/16

DECLARATION OF LISA BERNAL

I, Lisa Bernal, hereby state and declare as follows:

1. My name is Lisa Bernal, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as an Insurance Verifier. I have been employed with Pacifica since March 1989. I previously worked for Pacifica as an Admitting Clerk. Throughout my employment with Pacifica, I have been a non-exempt employee.

3. My typical shift is from 6:30 a.m. to 3:00 p.m., Monday through Friday. Although my shift times may vary day to day, it is always 8 hours of working time with a 30-minute meal period.

4. I know that Pacifica has a written policy regarding meal periods. I also know that I am entitled to a 30-minute duty free meal period when I work a shift of longer than five hours, and I am aware that this meal period must take place before the end of my fifth hour of work. Over the course of my employment with Pacifica, I have never had to work a shift beyond nine hours.

5. I know that Pacifica has a written rest period policy. I know that California law says we can take a ten minute rest period, but Pacifica actually provides more generous rest periods of 15 minutes each.

6. I am a member of the SEIU-United Healthcare Workers West Union. As a Union member, my employment with Pacifica is governed by a collective bargaining agreement ("CBA"). The CBA also provides for the meal and rest breaks described above. The Union is really good about protecting our rights under the CBA, including the right to take meal and rest periods. I have never felt like I did not receive a meal or rest period, but I know that if I ever did have an issue, I could notify my Union representative so that my rights can be upheld. I feel the Union fully meets its obligations to ensure I am provided meal and rest periods.

7. I consistently take my meal periods. I typically take my first meal period about 5 hours into my shift. My meal period typically last 30 minutes. During my meal periods, I go to the cafeteria and eat with my co-worker or my daughter, who is a per diem nurse at Pacifica. I am free to do whatever I want during my meal periods. In order to take my meal period, I do not have to notify anyone in particular that I am leaving for my break. I generally just let the office know that I am stepping out. If I leave the building for my meal period, then I usually clock out on the time machine and then clock back in when I am done with my meal period.

8. If I just go to the cafeteria for my meal period, then Pacifica automatically deducts 30 minutes from my time to account for the meal periods that I take instead of requiring me to clock out at the beginning of my meal period and clock back in when I

resume work. I do not have any concerns about this practice because I take my full meal periods so that there was never a situation where I had time deducted for a meal period that I never took or that lasted less than 30 minutes.

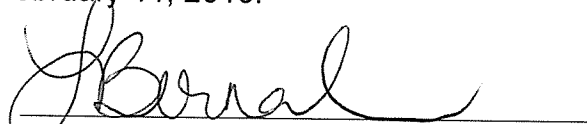
9. I am aware that Pacifica has employees fill out a form called a Punch Variance Form if they have missed their meal periods. I have never filled out a form because I have never missed my meal period.

10. As I said above, Pacifica provides me with two 15-minute rest periods during my shift. I consistently take my first 15-minute rest periods around 9:00 a.m., and generally eat during this break. Although I am permitted to take a second rest period towards the end of my shift, I choose not to take it. Pacifica has never forced me to skip any of my rest periods; it has been my choice to not take the second rest period.

11. No employees or representatives of Pacifica have ever told me not to take a meal or rest break, nor have they attempted to persuade me to miss a meal or rest break.

12. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 11, 2016.



Lisa Bernal

EXHIBIT 25

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Jose M Gomez
Signature: Jose M Gomez
Dated: 2-24-16

DECLARATION OF JOSE GOMEZ

I, Jose Gomez, hereby state and declare as follows:

1. My name is Jose Gomez, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as an Engineer. I have been employed with Pacifica for about 30 years, since January 1985. I have worked as an Engineer for the entire time. Throughout my employment with Pacifica, I have been a non-exempt employee.

3. I am a Union member and know that Pacifica and the Union have an agreement about the policies that Pacifica must follow, including rules about our meal and rest breaks. The Union is really good about protecting our rights under the CBA, including the right to take meal and rest periods. I have never complained to the Union or anyone about my breaks because over the course of my entire employment at Pacifica, I have always gotten my breaks.

4. My typical shift is from 7:00 a.m. to 3:30 p.m., Monday through Friday. Although my shift times have varied over the past 30 years, it is always 8 hours of working time with a 30-minute meal period. I know that during my shift, I am entitled to a 30-minute duty free meal period during my 8-hour shift. I also know that I am entitled to two rest breaks during my shift. Pacifica permits us to take rest breaks of at least 15 minutes long.

5. I usually take my first rest break around 8:30 a.m. It usually lasts for 15 minutes or so but it can be longer if I want. I don't have to tell anyone when I go on my break and nobody forces me to come back at a certain time. I usually take my lunch break around 12 p.m. This break lasts about 30 minutes but I can go for a longer time if I want to. I just prefer to come back to work within 30 minutes. I am free to do whatever I want during these breaks. I don't have to clock out for my lunch break – Pacifica automatically deducts 30 minutes from my shift, even if my lunch break is longer. I know that I can take another rest break towards the end of my shift for 15 minutes and usually take this break around 2 p.m. I know that I can take a longer break if I want to but I prefer to keep it at 15 minutes. Nobody at Pacifica has ever forced or even asked me to skip any of my breaks and I have never missed any of my breaks.

6. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 24, 2016.

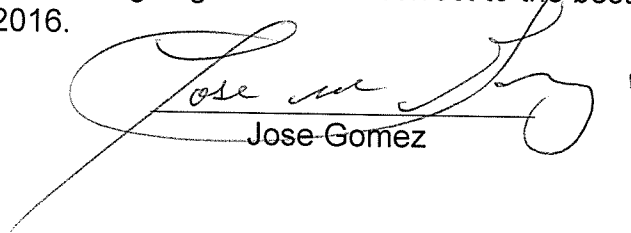

Jose Gomez

EXHIBIT 26

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): JORGE MORAN

Signature: Jorge Moran

Dated: 02/24/16

DECLARATION OF JORGE MORAN

I, Jorge Moran, hereby state and declare as follows:

1. My name is Jorge Moran, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I have been employed by Pacifica of the Valley Hospital ("Pacifica") since 1995, so for over twenty years. I have worked as a Licensed Vocational Nurse ("LVN") for the entire time. I first started working for Pacifica in the Medical/Surgical Unit for about three years, and then worked in the Emergency Care Unit for another three to four years, and have been in the Behavior Health Unit for the last 13 years or so.

3. I am a member of the United Healthcare Workers West Union. As a Union member, my employment with Pacifica is governed by a collective bargaining agreement ("CBA"). My wife is a Union Steward and has been one for the past fifteen years or so. I know that the CBA lays out several policies that Pacifica has to follow including our meal and rest breaks. I know that if anyone has any issue with their employment, they can call the Union and ask for help. I know on several occasions that nurses will call my wife to voice any issue they have and she takes care of it immediately. I have never heard anyone complain of any missed breaks though. I have never complained to the Union or anyone about not receiving my breaks because I have always gotten my breaks while working at Pacifica. I know nurses here at Pacifica actually get more breaks and for longer times than other hospitals where I have worked.

4. My typical shift is the day shift from 7:00 a.m. to 7:30 p.m. I have worked the night shift as well but have worked the 12.5-hour shift from 7:00 a.m. to 7:30 p.m. for the past fourteen years.

5. I know that Pacifica has a practice of automatically deducting 30 minutes from our 12.5 hour shift for a 30-minute unpaid meal break. I actually prefer it because then I don't have to worry about clocking out. I also know that Pacifica permits us to take rest periods that are 15-minute in length. But during our shifts, we can actually take many breaks and for longer periods of time if we want. Each nurse can decide how long each break is and how many breaks he or she wants to take because no one tells us when to go or when to come back. It is completely up to each nurse when and for how long they want to go on a break because it really depends on the patient care required for that shift. Regardless of how many breaks we take and for how long, we are always paid for 12 hours of work for each shift.

6. I usually arrive at work around 7:00 a.m. and take my first break around 9 a.m. This break usually lasts about 15 to 20 minutes. It is really up to me; I can take a longer break if I want to. During this break I go to the cafeteria to have some coffee and eggs or I eat my own food in the nurse's lounge. I take my lunch break around 1 p.m. or so. I can go earlier if I want to but I prefer to eat later. This break usually lasts about 40 minutes or so. I could take a longer break if I wanted to. I know many nurses take longer breaks. I generally take another break in the afternoon around 4:30 or 5 p.m. This break usually lasts about 20 minutes or so. I usually have some coffee during this

break, eat a snack, or read something. Again, I can take a longer break if I want to. I know other nurses usually take about 30 minutes or so in the afternoon or even longer if they want to. It really depends on the patient flow for that shift and what each nurse wants to do. The afternoon is usually calmer because we don't have as many admissions or discharges so we can take a longer break if we feel like it. Nobody at Pacifica has ever prevented me from taking any breaks.

7. I usually tell the Charge Nurse when I am going on break. She has never told me exactly when I have to go on break or when I have to come, and has never forced me not to take a break. Everyone is really respectful. We all work as a team to make sure everyone gets their breaks. For example, if I am on break and a doctor comes for me, I know the other nurses will take a message for me and give it to me when I come back from my break. I have never heard any nurse complain about not getting a break. I'm pretty sure I would know if that happened because they would probably complain to my wife or she would at least come to know about it. I have a lot of friends in the other units at Pacifica and I have never heard anything about anyone not receiving their breaks.

8. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on February 24, 2016.



Jorge Moran

EXHIBIT 27

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley (“Pacifica”), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse (“LVN”). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Vilma A Moran

Signature: 

Dated: 3/1/2016

DECLARATION OF VILMA MORAN

I, Vilma Moran, hereby state and declare as follows:

1. My name is Vilma Moran, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Licensed Vocational Nurse ("LVN"). I have been employed by Pacifica for about twenty years, and have worked as an LVN the entire time. I previously worked in the Neurological, Transitional Care, and Sub Acute Units as an LVN, but am currently working in the Sub-Acute Unit as an Intake Coordinator.

3. I am a member of the United Healthcare Workers West Union and have acted as a union steward throughout my employment with Pacifica. As a union steward, I am very familiar with the collective bargaining agreement between the union and Pacifica, and know that it covers several policies, including those about our meal and rest breaks. I have never felt like I did not receive a meal period or a rest period, but if I did, I know that I could notify my Charge Nurse or supervisor so that they could address the issue. I cannot recall anyone ever telling me, as their union steward, that he or she did not get a meal or rest period during their employment with Pacifica.

4. My current shift is an 8.5-hour shift from 8:00 a.m. to 4:30 p.m. I previously have worked a variety of shifts at Pacifica, including the 12.5-hour day shift, but have been working the 8.5-hour shift for the last three years or so.

5. I know that Pacifica has a written policy regarding meal periods, and Pacifica's auto-deduct practice automatically deducts 30 minutes over the course of our shifts for a 30-minute meal period. I also know that regardless of whether I have worked the 8- or the 12-hour shift, and regardless of how many breaks I take during the shift, Pacifica only deducts 30 minutes total for the meal period. Pacifica's written policy regarding rest periods also permits us to take 15-minute paid breaks.

6. In practice, we are permitted to take many rest breaks and meal breaks throughout the day for varying amounts of time. It completely depends on what each employee's preference is for any given day. For example, with my current schedule, I usually take my first break in the morning for about 20 minutes or a little bit longer, sometimes up to 30 minutes. During this break, I come to the cafeteria to eat breakfast or eat my breakfast in my break room. I generally take my lunch break around 1 p.m. or so, and this break usually lasts about 40 minutes. I could take my lunch break earlier if I wanted to, but prefer to eat around 1 p.m. I eat my lunch in my department's break room. I take my last break around 3 p.m. or 3:30 p.m. and that one is usually about 15 minutes. Regardless of these breaks, I am only deducted 30 minutes from my entire 8.5 hour shift. Even when I worked the 12.5-hour shifts, my breaks were very flexible. Each day was unpredictable so it is hard to say what happened on what specific day – I know that we always worked together to make sure that everyone got their breaks throughout each shift. I remember that during my 12-hour shifts, most people took

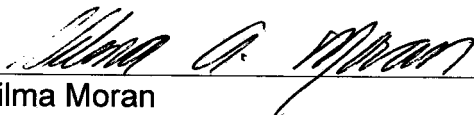
lunch breaks of at least 45 minutes to an hour every shift, and then took other breaks during the day too. The Charge Nurse always told us to make sure that our patients were covered, and as long as that was taken care of, we could go on whatever breaks we wanted to within reason. Throughout my employment with Pacifica, nobody has ever forced me to take a break at a certain time or to come back at a certain time. In fact, my supervisors always encouraged me to go on my breaks. I usually just let someone in my department know that I am leaving so that they know where I am.

7. When I was working my 12.5 hour shifts, I worked a few shifts with Kyle Frencher because she was a floater nurse and worked in my unit sometimes. I never heard her complain about any breaks. I remember she always left our department to go on her breaks, which meant she was gone for longer periods of time just because of how large the hospital is. I also remember she was a heavy smoker and often went outside to smoke cigarettes at the designated areas.

8. I know that if for whatever reason, we are unable to take our meal periods during our shifts, there is a form that we can fill out so that we can get the appropriate pay for that missed meal period. I, however, have never had to fill out this form because I have ever missed a meal or rest period.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 1, 2016.



Vilma Moran

EXHIBIT 28

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Cathy Huss Harvard

Signature: Cathy Huss Harvard

Dated: 3/3/16

DECLARATION OF CATHY HUSS HAVARDI

I, Cathy Huss Havardi, hereby state and declare as follows:

1. My name is Cathy Huss Havardi, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Surgical Technologist. I have been employed at Pacifica for about 25-26 years. I have worked as a Surgical Technologist in the Surgery Unit at Pacifica the entire time.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I know that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. I feel like the Union is pretty active in making sure that Pacifica follows the polices and we are all taken care of properly. I have never complained to the Union about not receiving my breaks.

4. My current shift is the 8.5-hour shift from 6:45 a.m. to 3:15 p.m. I have worked other 8.5 hour shifts during my time at Pacifica but have primarily worked the 6:45 a.m. to 3:15 p.m. shift. There have been times where I have had to work longer shifts, but I have always been paid overtime and doubletime for those extra hours.

5. I know that Pacifica automatically deducts 30 minutes from our shifts so that we don't have to clock out and clock back in during our workday. We are so busy in the surgery ward that it really makes it easier for us with the automatic deduction. I also know that Pacifica permits us to take rest periods that are 15-minute in length.

6. I usually arrive at work around 6:45 a.m. and take my first break around 9:00 a.m. or so. In surgery especially, it really depends on the shift and how busy we are that day. My first break is about 15 minutes or so but I can go for longer time if I want to; again, it depends on the shift. During this first break, I usually go get a cup of coffee and check my cell phone. When I take my lunch break depends on the shift too. I generally go to lunch around 11 a.m. and this break lasts about 30 minutes or so. I could go for longer if I wanted to but I feel like a half hour is enough for me because I bring my own lunch and eat in the cafeteria. I can take another break later in my shift for about 15 minutes or so, and during that time I usually play Candy Crush on my cell phone. When we all go on our breaks is really up to each one of us. Usually we just have to let the coordinator go when we are stepping out or make sure that there is another nurse that can relieve us.

7. There have been some occasions where I have not been able to take my break, but Pacifica has a form for us to fill out when this happens. If I am able to take a break but it is later than it is supposed to be, I am allowed to fill that missed-break form as well. I have always filled out the form when I have missed my break or when I have gone on break too late in my shift, and been paid for those missed breaks. If anyone

doesn't get a break here at Pacifica, it is really their own fault because no one is ever telling us not to go on break.

8. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 3, 2016.

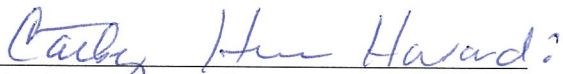

Cathy Huss Havardi

EXHIBIT 29

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed):

Signature:

Dated:

Danny Branadens -

[Handwritten Signature]

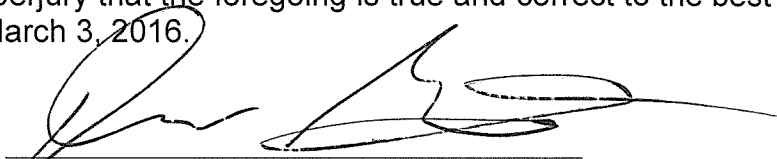
3/3/16

DECLARATION OF DANNY GRANADENO

I, Danny Granadeno, hereby state and declare as follows:

1. My name is Danny Granadeno, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.
2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Medical Claims Collector. I have been employed at Pacifica for about a year and a half years, and have worked as a Medical Claims Collector the entire time.
3. I am a member of the United Healthcare Workers West Union. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. I have been involved with the union from time to time and I feel like the union does a good job of representing us to make sure we are treated fairly. Throughout my employment with Pacifica, I have never complained to the Union about not receiving my breaks because I have never missed any of my breaks.
4. Throughout my employment with Pacifica, my shift has been from 8:00 a.m. to 4:30 p.m. I clock in and out for my lunch breaks. I also know that Pacifica permits us to take rest periods that are 15-minute in length.
5. I arrive at work around 8:00 a.m. My first break is from 10:30 a.m. to 10:45 a.m. Nobody tells me exactly when to go or when to come back; this is the time frame that I prefer. During this 15-minute break, I usually go outside with one of my coworkers and walk laps around the parking lot to get some fresh air and exercise. My next break is from 12:00 p.m. to 12:30 p.m. I clock out when I start this break and clock back in when my break is over. During this break I usually go to the cafeteria and have lunch there. My next break is around 2:30 p.m. to 2:45 p.m. and during this break I go outside again within the hospital grounds for a walk and to do some stretches. I could vary my break schedule if I wanted to so long as I clear it with my director and make sure that our work is taken care of.
6. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 3, 2016.



Danny Granadeno

EXHIBIT 30

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): WILLIAM RAY SHRY

Signature: 

Dated: 3-3-16

DECLARATION OF WILLHEMINA GARAY

I, Willhemina Garay, hereby state and declare as follows:

1. My name is Willhemina Garay, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as an Admitting Clerk. I have been employed for Pacifica for about thirty years. I have worked as an Admitting Clerk in Pacifica's Admitting Department the entire time.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I know that the union and Pacifica came to an agreement about the policies that affect employees such as myself, including policies about our meal and rest breaks. Over the course of my employment at Pacifica, I have felt like the Union has been involved in making sure our rights are being represented. We also have union stewards, such as myself, at Pacifica who employees can go to if they have any issues. In my experience, Pacifica has always treated us really well. I have never complained to anyone about not receiving my breaks because I never missed any of my breaks.

4. My typical shift is the day shift from 5:30 a.m. to 2 p.m. in the afternoon. I have previously worked other shifts, including night shifts, but they have always been 8.5 hours in length.


5. I know that Pacifica's automatically deducts 30 minutes over the course of my 8.5 hour shifts for a 30-minute unpaid meal break. I also know that I have the option to clock in and out for lunch if I want to, such as if I leave Pacifica's premises, and in those situations, Pacifica does not automatically deduct any amount of time. I also know that Pacifica permits us to take paid rest periods that are 15-minute in length.

6. I usually arrive at Pacifica around 5:30 a.m. and take my first break between 8:30 and 9:00 a.m. This break usually lasts about 15 minutes or so, and I usually just go to the cafeteria to have some coffee. This break can be longer if I want it to; nobody is telling me when to go on my break and when to come back. Sometimes my morning break is actually longer than 15 minutes because there is a line in the cafeteria or something. I then take my lunch break sometime around 11:30 a.m. or 12:00 p.m. This break lasts about 30 minutes or so but I can take a longer time if I want to. I generally eat my lunch in the cafeteria or one my friends might go out to pick up some lunch and we eat it in the break room. My next break is usually around 1:15 or 1:30; it really depends on the day. It usually lasts about 15 minutes or so but it could be longer if I wanted it to be. I generally don't go anywhere during this break because it is close to the end of my shift so I usually just relax during this break or walk around the hospital. I know most of us try to stick to 30 minutes for our lunch break but I know sometimes this break goes a little longer, for up to 10 minutes or so. Regardless of how long my breaks are, and unless I choose to clock out for lunch, Pacifica automatically deducts only 30 minutes for my break.

7. In my department, we all have the choice to handle our own schedule and go on our breaks when we want to. I just make sure that someone is there to address any issues in the department and then I can go on my breaks. It is really up to each person when they want to go on a break. I have never heard anyone in my department complain about any issue of breaks because we always get them.

8. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 3, 2016.



Willhemina Garay

EXHIBIT 31

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley (“Pacifica”), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse (“LVN”). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

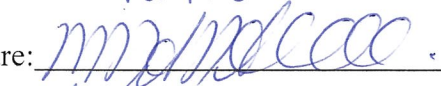
We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Maricé H. Huanca

Signature: 

Dated: March 3, 2016

DECLARATION OF MARIA H. HUANCA

I, Maria H. Huanca, hereby state and declare as follows:

1. My name is Maria H. Huanca, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as an Activity Assistant in the Sub Acute Neuro 3 Unit at Pacifica. I have been employed for Pacifica for about sixteen years. I previously worked at Pacifica as a Certified Nursing Assistant ("CNA") for about fourteen years and worked in various units at Pacifica, including Neuro 3, but have been an Activities Assistant for the last two years.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I know that there is a Collective Bargaining Agreement that the union and Pacifica agreed to that discusses the policies that the hospital must follow, including policies about our meal and rest periods. Over the course of my many years at Pacifica, I have never complained to anyone about not receiving my breaks because I never missed any of my breaks.

4. My current shift is the day shift from 7:00 a.m. to 3:30 p.m. When I worked as a CNA, I worked the 12.5 hour shift.

5. I know that I do not have to clock out or back in for my meal breaks because Pacifica's automatically deducts 30 minutes over the course of my 8.5 hour shifts for an unpaid meal break. I also know that Pacifica permits us to take paid rest periods that are 15-minute in length. Even with my 12.5 hour shift, Pacifica automatically deducted only 30 minutes total for each shift.

6. With my current schedule, I arrive at Pacifica around 7:00 a.m. and take my first break around 9:00 a.m. but it really depends on how busy we are during that shift. This first break usually lasts about 15 minutes or so but it could be longer if I wanted it to be or if our unit was slow that day. I take my next break around 1:00 p.m. or so, after the patients have had finished their activities. If I wanted to, I could take another break before the patients start the activities, but I prefer not to. My lunch break usually lasts a longer than 30 minutes because it takes some time to walk from my unit to the cafeteria, wait in line, eat my food, and then go back to my unit. I take my last break around 2:30 or 3:00 p.m. That break is usually about 15 minutes or so, and I usually just relax during this break.

7. When I was a CNA, I generally worked the day shift from 7:00 a.m. to 7:30 p.m. I cannot remember now what times I took my breaks back then, but I know that I always got my breaks. Working in the Neuro department is a heavy job and we all needed our rest and our breaks, so we made sure we got them throughout our shift. The Charge Nurse would organize us into groups for our break schedule, just to make sure there was always at least one group taking care of the patients, but we could each say we wanted to take our break earlier or later if we wanted to. It really depended on

the shift, and what each of us wanted to do during that shift. I know I always had the option of letting the Charge Nurse know when I wanted to go on a break, and as long as there was someone to watch the patient, I could pretty much go whenever I wanted to.

8. I used to work at other places that were really strict about breaks and made us clock in and clock out and would not let us take a minute more than we were supposed to, but it is not like that at Pacifica. Here, we have much more leeway to make our breaks fit our schedule and go on our own terms.

9. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 3, 2016.



Maria H. Huanca

EXHIBIT 32

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): MARIA N Artega
Signature: Maria N Artega
Dated: 3/3/16

DECLARATION OF MARIA N. ARTEAGA

I, Maria N. Arteaga, hereby state and declare as follows:

1. My name is Maria N. Arteaga, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.
2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Certified Nursing Assistant ("CNA"). I have been employed as a CNA for Pacifica since 1988, so for about 28 years. I have worked in several of Pacifica's unit , but have worked in Neuro 3 unit for the past fifteen years or so.
3. I am a member of the United Healthcare Workers West Union. As a Union member, I understand that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. I know that the Union is pretty involved in making sure that Pacifica follows the policies in the CBA and making sure we are all treated fairly. I have never complained to the Union about not receiving my breaks because I have never missed any of my breaks.
4. My current shift is the 8.5-hour shift from 7:00 a.m. to 3:30 p.m. I previously worked the 12.5 hour shift at Pacifica, but have been working the 8.5 hour shift for the last five or six years.
5. I know that Pacifica automatically deducts 30 minutes from our shifts so that we don't have to clock out and clock back in during our workday. I also know that Pacifica permits us to take rest periods that are 15-minute in length.
6. I usually arrive at work around 7:00 a.m. and take my first 15 minute break around 9:30 a.m. or 9:45 a.m. It really depends on the shift and what is going on in the unit. During this first break, I usually go to the nurse's lounge to have some coffee. I usually take my lunch break around 12:30 or 1:30, again depending on how busy the unit is on that day. I could take it earlier if I wanted do. It really depends on what each person wants to do; we just let the Charge Nurse know what time we want to have lunch that shift. She always asks us when we want to go to lunch because they always want to accommodate everyone. I personally don't like to eat earlier because I want to eat later in my shift so that I am not hungry again when I get home. During my lunch break, I usually eat and talk to my coworkers in the nurse's lounge. If our unit is not busy, then I can take a longer lunch break. Again, it depends. I am allowed to take another break later in my shift, but sometimes I don't like to because I want to finish my work and just go home. Nobody has ever told me that I cannot or should not go on a break; it has always been up to me about whether I want to take it. Even though the Charge Nurse creates a schedule of our breaks during each shift, we can change it if we want to based on our own preference that day. For example, if I am scheduled to go on a lunch break at 12:00 but I am not hungry at that time, I can tell the Charge Nurse that I want to go later and she makes that work.

7. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 3, 2016.

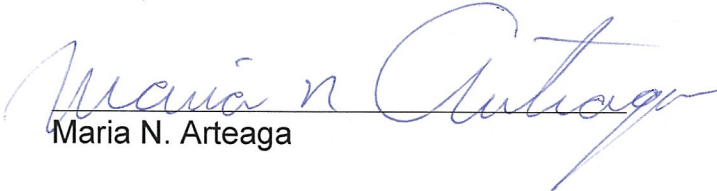

Maria N. Arteaga

EXHIBIT 33

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

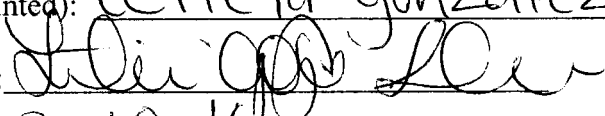
Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Leticia Gonzalez Sandaval
Signature: 
Dated: 3-10-16

DECLARATION OF LETICIA GONZALEZ SANDOVAL

I, Leticia Gonzalez Sandoval, hereby state and declare as follows:

1. My name is Leticia Gonzalez Sandoval, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Tech II in Pacifica's Medical Records Department. I have been employed at Pacifica for about 22 years, and I have worked in the Medical Records Department at Pacifica the entire time.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I know that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. I feel like the Union is involved in making sure that the CBA is followed. I know that we can go to our union representatives if we have any issues about our employment. I have never complained to the Union about not receiving my breaks because I have always received all of my breaks.

4. My current shift is the 8.5-hour shift from 6:00 a.m. to 2:30 p.m. Throughout my employment with Pacifica, I have always worked 8.5 hour shifts, and have worked my current schedule for the past nine years or so.


5. I know that Pacifica will automatically deduct 30 minutes for our meal period if we do not clock out and clock back in for lunch. I usually clock out for lunch and clock back in when my break is over, but if I am eating in the cafeteria, then I sometimes do not clock out and Pacifica automatically deducts the 30 minutes of my break time. I do not have a problem with this because I have never had a meal break that was shorter than 30 minutes. I also know that Pacifica permits my to take two rest periods that are 15-minute in length over the course of my shift.

6. With my current schedule, I usually arrive at work around 6:00 a.m. and take my first rest break around 8:30 a.m. I come to the cafeteria to have my breakfast and generally eat with one of my coworkers. This first break lasts about 15 minutes. Nobody tells us when to leave for our break or when to come back so I try to stick to 15 minutes, but I can take a little longer if I want. I generally take my lunch break around 11:00 a.m. During this break, I come to the cafeteria to have my lunch or take this time to go run an errand. This break usually lasts about 30 minutes, and sometimes lasts a little longer if there is a line in the cafeteria. I take my next break around 1:30 p.m. During this break I usually come down to the cafeteria to have a snack. This break lasts about 15 minutes or so. The time that I go on my break is really up to me; nobody has told me that I have to go at a certain time or that I have to return at a certain time. We all know that we get our breaks; nobody ever tells us that we cannot take our breaks.

7. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely

my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 10, 2016.



Leticia Gonzalez Sandoval

EXHIBIT 34

CONSENT TO INTERVIEW

The law firm of Foley & Lardner LLP has been retained to represent your employer, Pacifica Hospital of the Valley ("Pacifica"), in a purported class action lawsuit under California law brought by a former Licensed Vocational Nurse ("LVN"). The case is entitled *Kyle Frencher v. Pacifica Hospital of the Valley Corporation dba Pacifica Hospital of the Valley*, and is pending in the Superior Court of the State of California, for the County of Los Angeles, case no. BC 559056.

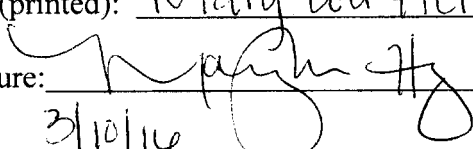
Plaintiff claims that she and other employees were not provided meal and rest periods, that Pacifica provided Plaintiff and other employees less than full thirty minute meal periods and other related claims for penalties resulting from these alleged meal and rest period violations. Plaintiff alleges that she and other potential class members are owed monies for missed meal and rest periods and related penalties under the California Labor Code. Pacifica disagrees with the claims in the lawsuit and is defending itself against the claims.

We are asking to interview you regarding information related to the allegations as alleged by Plaintiff, and the purpose of this interview is to enable Pacifica to determine facts to assist it in its investigation. We are interested only in getting the facts about your employment with Pacifica, and in particular whether you have received meal and rest breaks. Your participation or lack of participation in this investigation will not affect your job or your rights as an employee. California law specifically prohibits retaliation for participation in an investigation regarding wage and hour matters. You have the right to refuse to participate in this interview without affecting your job or your rights as an employee. Your decision to participate in this interview is completely voluntary. You are free to change your mind at any time about whether you wish to participate in the interview or to decline to answer any question. You also should understand that you will not be rewarded or treated more favorably because of your participation in this interview.

If you participate in the interview, you may be asked to give a sworn statement. That statement may be disclosed to other entities or persons if required pursuant to legal proceedings. Should you either agree or decline to provide such a statement, that decision will not have any impact on you employment at Pacifica.

If a class action is certified, as Plaintiff desires, and you do not affirmatively opt-out of the class, then you may become part of the class in the lawsuit. Participation in this interview may affect your ability to participate in the lawsuit should you desire to participate and may be contrary to your interest in potentially recovering money which Plaintiff alleges is owed by Pacifica.

I have read this statement. I agree that no verbal statements inconsistent with this Consent have been made to me by the interviewer.

Name (printed): Mary Lou Hernandez
Signature: 
Dated: 3/10/14

DECLARATION OF MARY LOU HERNANDEZ

I, Mary Lou Hernandez, hereby state and declare as follows:

1. My name is Mary Lou Hernandez, I am over eighteen (18) years of age, and I have personal knowledge of the facts stated in this Declaration.

2. I am currently employed by Pacifica of the Valley Hospital ("Pacifica") as a Social Worker in Pacifica's Sub Acute Unit. I have been employed at Pacifica for about 10 years, and I have worked as a Social Worker in the Sub Acute Unit the entire time.

3. I am a member of the United Healthcare Workers West Union. As a Union member, I know that my employment with Pacifica is governed by a collective bargaining agreement ("CBA"), which explains the policies about our meal and rest breaks. Over the course of my employment with Pacifica, I have felt like the Union is involved in making sure that Pacifica follows the policies in the CBA. I know that we can go to our union representatives if I have any issues about my employment, but I have never felt the need to do so. I have never complained to the Union or anyone at Pacifica about not receiving my breaks because I have always received all of my breaks.

4. My current shift is the 8.5-hour shift from 8:00 a.m. to 4:30 p.m. I have always worked this shift at Pacifica.

5. I know that Pacifica automatically deducts 30 minutes for our meal period unless we choose to clock out and clock back in for lunch. I usually rely on the auto-deduct, but sometimes will clock out for my lunch break if I am leaving the hospital premises to run an errand or go out to eat during my lunch break. I prefer the auto-deduct method because it is easy and convenient, and I have never taken a lunch break that was shorter than 30 minutes. I also know that Pacifica permits my to take two rest periods that are 15-minute in length over the course of my shift.

6. I usually arrive at work around 8:00 a.m. and take my first rest break around 10:00 a.m. During this break I usually get some coffee either in the cafeteria or the lounge in my unit. This break usually lasts about 15 minutes. I can take a longer break if I wanted to. My next break is around 12:30 p.m. I usually eat my lunch during this break in the cafeteria or the lounge, or I go outside Pacifica to eat. This break lasts about 30 minutes but I can take a longer break if I want to, and have at times taken lunch breaks up to an hour. My next break is around 3:30 p.m. and I usually have some coffee in the lounge. This break is about 15 minutes or so. Nobody ever tells me when I have to leave for my break or when I have to come back; I know Pacifica permits me to take these breaks and I am permitted to create my own break schedule. Sometimes I choose to not take one of my rest breaks but that is solely because I preferred not to during that shift.

7. Over the course of my ten years at Pacifica, I have never heard anyone complain about not getting any of his or her meal or rest breaks, and I have never seen

any issue with meal or rest breaks. I think if there was any issue with that, the union would have handled it immediately.

8. I have had an opportunity to review and revise this Declaration. I understand that I am under no obligation to sign this Declaration, and doing so is solely my decision. I understand that I could refuse to sign this Declaration without any impact on my employment. I am signing this Declaration voluntarily and, by signing it, acknowledge and agree that it accurately reflects my knowledge of the facts stated in it.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on March 10, 2016.

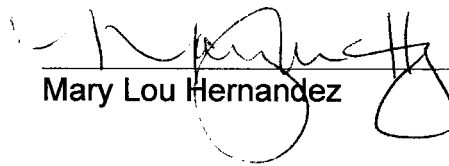

Mary Lou Hernandez

EXHIBIT 35

Department: 42560300 PHV CCU

Pacifica 000115

EMPLOYEE:	DAY	DATE	ROUNDED		ALT CLS	M/B	AUI	ACTUAL		SCHEDULED		PAY CODE	HOURS OT	CNF	Department	TOTAL HOURS	
			IN	OUT				IN	OUT	IN	OUT						
1000001	SUN	11/07/10	7:00	U	08	A		6:58	19:25	08	12HR 399 7A-7P		12.00		42560300	12.00	
	MON	11/08/10	7:00	U	08	A		7:03	19:29				12.00		42560300	24.00	
	FRI	11/12/10	7:15	U	08	A		7:10	19:37				11.75		42560300	35.75	
	MON	11/15/10	7:15	U	08	A		7:16	19:30				11.75		42560300	47.50	
	TUE	11/16/10	7:00	U	08	A		6:57	19:36				12.00		42560300	59.50	
	WED	11/17/10	7:00	U	08	A		7:04	19:29				12.00		42560300	71.50	
	SAT	11/20/10	7:00	U	08	A		7:02	19:28				12.00		42560300	83.50	
TOT HRS:					83.50	NON-WORKED		83.50	PAID		167.00	NON-PAID		7.75	.00	ADJUST	\$.00
HOURS BY PAY CODE						75.75	SHIFT1 12HRS		83.50	PAID		OVERTIME					

EMPLOYEE:	DAY	DATE	ROUNDED		ALT CLS	M/B	AUI	ACTUAL		SCHEDULED		PAY CODE	HOURS OT	CNF	Department	TOTAL HOURS	
			IN	OUT				IN	OUT	IN	OUT						
1000003	SUN	11/07/10			05			0:00		05	12HR 535 UNION RN (7A-7:30P)		12.00		42560300	12.00	
	MON	11/08/10			05			0:00			HOLNY		12.00		42560300	24.00	
	FRI	11/12/10	7:00	U	05	A		7:00	19:36		HOLKG		12.00		42560300	36.00	
	THU	11/18/10	7:00	U	05	A		7:01	19:28				12.00		42560300	48.00	
	FRI	11/19/10	7:00	U	05	A		7:01	19:36				12.00		42560300	60.00	
	SAT	11/20/10	7:00	U	05	A		6:55	19:37				12.00		42560300	72.00	
TOT HRS:					48.00	NON-WORKED		72.00	PAID		120.00	NON-PAID		48.00	.00	ADJUST	\$.00
HOURS BY PAY CODE						12.00	M.KING HOLIDAY		12.00	REGULAR HOURS						SHIFT1 12HRS	48.00

EMPLOYEE:	DAY	DATE	ROUNDED		ALT CLS	M/B	AUI	ACTUAL		SCHEDULED		PAY CODE	HOURS OT	CNF	Department	TOTAL HOURS	
			IN	OUT				IN	OUT	IN	OUT						
1000005	SUN	11/07/10			06			0:00		06	7P-7:30A 12HR 535 UNION RN		12.00		42560300	12.00	
	WED	11/10/10			06			0:00			VAC		12.00		42560300	24.00	
	THU	11/11/10			06			0:00			VAC		12.00		42560300	36.00	
	TUE	11/16/10	19:00	U	06	A		19:00	7:30				12.00		42560300	48.00	
	FRI	11/19/10	19:00	U	06	A		18:56	7:33				12.00		42560300	60.00	
	SAT	11/20/10	19:00	U	06	A		19:00	7:30				12.00		42560300	72.00	
TOT HRS:					36.00	NON-WORKED		72.00	PAID		108.00	NON-PAID		36.00	.00	ADJUST	\$.00
HOURS BY PAY CODE						36.00	REGULAR HOURS		36.00	PAID		SHIFT2 12HRS					

EMPLOYEE:	DAY	DATE	ROUNDED		ALT CLS	M/B	AUI	ACTUAL		SCHEDULED		PAY CODE	HOURS OT	CNF	Department	TOTAL HOURS	
			IN	OUT				IN	OUT	IN	OUT						
1000006	SUN	11/07/10	19:00	U	06	A		18:55	7:37	06	7P-7:30A 12HR 535 UNION RN		12.00		42560300	12.00	
	WED	11/10/10	19:00	U	06	A		18:57	7:27				12.00		42560300	24.00	
	THU	11/11/10	19:00	U	06	A		19:07	7:30				12.00		42560300	36.00	
	MON	11/15/10	19:00	U	06	A		19:00	7:29				12.00		42560300	48.00	
	FRI	11/19/10	19:00	U	06	A		18:59	7:30				12.00		42560300	60.00	
	SAT	11/20/10	19:00	U	06	A		18:55	7:30				12.00		42560300	72.00	
TOT HRS:					72.00	NON-WORKED		72.00	PAID		144.00	NON-PAID		36.00	.00	ADJUST	\$.00
HOURS BY PAY CODE						72.00	REGULAR HOURS		72.00	PAID		SHIFT2 12HRS					

EMPLOYEE:	DAY	DATE	ROUNDED		ALT CLS	M/B	AUI	ACTUAL		SCHEDULED		PAY CODE	HOURS OT	CNF	Department	TOTAL HOURS	
			IN	OUT				IN	OUT	IN	OUT						
1001251	MON	11/08/10	19:00	U	09	A		19:00	7:30	09	12HR 399 7P-7A		12.00		42560300	12.00	
	TUE	11/09/10	19:00	U	09	A		19:05	7:32				12.00		42560300	24.00	
	FRI	11/12/10	19:15	U	09	A		19:12	7:30				11.75		42560300	35.75	
	SAT	11/13/10	19:00	U	09	A		19:07	7:33				12.00		42560300	47.75	
	SUN	11/14/10	19:00	U	09	A		19:03	7:33				12.00		42560300	59.75	
	TUE	11/16/10	19:15	U	09	A		19:15	7:36				11.75		42560300	71.50	
	THU	11/18/10	19:00	U	09	A		19:05	7:37				12.00		42560300	83.50	
TOT HRS:					83.50	NON-WORKED		83.50	PAID		167.00	NON-PAID		36.00	.00	ADJUST	\$.00
HOURS BY PAY CODE						83.50	REGULAR HOURS		83.50	PAID		SHIFT2 12HRS					

CONFIDENTIAL

Department: 42560300 PHV CCU

Pacifica 000494

DAY	DATE	ROUNDED		ALT CLS	M/B	ACTUAL		SCHEDULED		PAY CODE	HOURS	OT	FRC	CNF	Department	TOTAL HOURS	
		IN	OUT			IN	OUT										
EMPLOYEE:	1001912	ARRIOLA, YRESENIA															
TUE	3/01/11	7:00	U	7P	A	6:56	19:30	7P	12HR PER DIEM RN (730A-1900)		12.00				42560300	12.00	
WED	3/02/11	7:15	U	7P	A	7:09	18:54				11.25				42560300	23.25	
MON	3/07/11	7:00	U	7P	A	6:56	19:29				12.00				42560300	35.25	
TOT HRS:	35.25	WORKED		35.25	NON-WORKED	.00		PAID	35.25	NON-PAID					.00	ADJUST	\$.00
HOURS BY PAY CODE		REGULAR HOURS 35.25															

DAY	DATE	ROUNDED		ALT CLS	M/B	ACTUAL		SCHEDULED		PAY CODE	HOURS	OT	FRC	CNF	Department	TOTAL HOURS	
		IN	OUT			IN	OUT										
EMPLOYEE:	1000001	ASUNCION, AIDA															
SUN	2/27/11	7:00	U	08	A	7:04	19:26	08	12HR 399 7A-7P		12.00				42560300	12.00	
MON	2/28/11	7:00	U	08	A	7:07	19:35				12.00				42560300	24.00	
FRI	3/04/11	7:00	U	08	A	7:07	19:34				12.00				42560300	36.00	
MON	3/07/11	7:15	U	08	A	7:08	19:29				11.75				42560300	47.75	
TUE	3/08/11	7:00	U	08	A	7:05	19:24				12.00				42560300	59.75	
WED	3/09/11	7:00	U	08	A	7:05	19:18				11.75				42560300	71.50	
SAT	3/12/11	7:00	U	08	A	0:00			HOLME		12.00				42560300	83.50	
TOT HRS:	83.50	WORKED		71.50	NON-WORKED	83.50		PAID	155.00	NON-PAID					.00	ADJUST	\$.00
HOURS BY PAY CODE		REGULAR HOURS 71.50 SHIFT1 12HRS 71.50 MEMORL HOLIDAY 12.00															

DAY	DATE	ROUNDED		ALT CLS	M/B	ACTUAL		SCHEDULED		PAY CODE	HOURS	OT	FRC	CNF	Department	TOTAL HOURS	
		IN	OUT			IN	OUT										
EMPLOYEE:	1000003	BERGMAN, CHRISTINE															
SUN	2/27/11	7:00	U	05	A	7:00	19:30	05	12HR 535 UNION RN (7A-7:30P)		12.00				42560300	12.00	
FRI	3/04/11	7:00	U	05	A	6:55	19:35				12.00				42560300	24.00	
SAT	3/05/11	7:00	U	05	A	0:00			EDUC		8.00				42560300	32.00	
THU	3/10/11	7:00	U	05	A	6:59	19:31				12.00				42560300	44.00	
FRI	3/11/11	7:00	U	05	A	6:53	19:27				12.00				42560300	56.00	
SAT	3/12/11	7:00	U	05	A	6:58	19:25				12.00				42560300	68.00	
TOT HRS:	68.00	WORKED		68.00	NON-WORKED	60.00		PAID	128.00	NON-PAID					.00	ADJUST	\$.00
HOURS BY PAY CODE		REGULAR HOURS 60.00 SHIFT1 12HRS 60.00 EDUCATION 8.00															

DAY	DATE	ROUNDED		ALT CLS	M/B	ACTUAL		SCHEDULED		PAY CODE	HOURS	OT	FRC	CNF	Department	TOTAL HOURS	
		IN	OUT			IN	OUT										
EMPLOYEE:	1000005	BRAVO, FERNANDO															
SUN	2/27/11	19:15	U	06	A	19:11	7:45	06	7P-7:30A 12HR 535 UNION RN		12.00				42560300	12.00	
WED	3/02/11	19:00	U	06	A	0:00			VAC		12.00				42560300	24.00	
THU	3/03/11	19:00	U	06	A	0:00			VAC		12.00				42560300	36.00	
TUE	3/08/11	19:00	U	06	A	18:56	7:26				12.00				42560300	48.00	
FRI	3/11/11	19:00	U	06	A	18:59	7:28				12.00				42560300	60.00	
SAT	3/12/11	19:00	U	06	A	0:00			HOLKG		12.00				42560300	72.00	
TOT HRS:	72.00	WORKED		36.00	NON-WORKED	72.00		PAID	108.00	NON-PAID					.00	ADJUST	\$.00
HOURS BY PAY CODE		REGULAR HOURS 36.00 SHIFT2 12HRS 36.00 VACATION 24.00 M.KING HOLIDAY 12.00															

DAY	DATE	ROUNDED		ALT CLS	M/B	ACTUAL		SCHEDULED		PAY CODE	HOURS	OT	FRC	CNF	Department	TOTAL HOURS	
		IN	OUT			IN	OUT										
EMPLOYEE:	1000006	CACCAM, VENIS A															
SUN	2/27/11	19:00	U	06	A	0:00		06	7P-7:30A 12HR 535 UNION RN		12.00				42560300	12.00	
WED	3/02/11	19:00	U	06	A	19:06	7:25		HOLXM		12.00				42560300	24.00	
THU	3/03/11	19:00	U	06	A	19:06	7:30				12.00				42560300	36.00	
MON	3/07/11	19:00	U	06	A	0:00			SICK		12.00				42560300	48.00	
FRI	3/11/11	19:00	U	06	A	19:06	7:30				12.00				42560300	60.00	
SAT	3/12/11	19:00	U	06	A	19:04	6:31				11.00				42560300	71.00	
TOT HRS:	71.00	WORKED		47.00	NON-WORKED	71.00		PAID	118.00	NON-PAID					.00	ADJUST	\$.00
HOURS BY PAY CODE		REGULAR HOURS 47.00 SHIFT2 12HRS 47.00 SICK TIME 12.00															

DAY	DATE	ROUNDED		ALT CLS	M/B	ACTUAL		SCHEDULED		PAY CODE	HOURS	OT	FRC	CNF	Department	TOTAL HOURS
		IN	OUT			IN	OUT									
EMPLOYEE:	1001251	CRESCENCIO, LIDIA														
MON	2/28/11	19:15	U	09	A	19:21	7:30				11.75				42560300	11.75

CONFIDENTIAL

Department: 42560300 PHV CCU

Pacifica 0008990

CONFIDENTIAL

DAY	DATE	IN	OUT	ALTT CLS	M/B	AUT	ACTUAL IN	ACTUAL OUT	SCHEDULED IN	SCHEDULED OUT	PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
EMPLOYEE: 1000001 ASUNCION, AIDA																
SUN	12/04/11			08			0:00		08	12HR 399 7A-7P	HOLIN	12.00			42560300	12.00
MON	12/05/11	7:15	U	08			7:11	14:37				7.25			42560300	19.25
MON	12/05/11	15:15	U	08	M		15:08	19:36				4.25			42560300	23.50
FRI	12/09/11	7:00	U	08			7:06	19:15				11.75			42560300	35.25
TUE	12/13/11	7:15	U	08			7:09	19:27				11.75			42560300	47.00
WED	12/14/11	7:00	U	08			7:05	19:30				12.00			42560300	59.00
SAT	12/17/11	7:00	U	08			7:00	19:31				12.00			42560300	71.00
TOT HRS: 71.00 WORKED 59.00 NON-WORKED 71.00 PAID 130.00 NON-PAID \$0.00																
HOURS BY PAY CODE INDEP. DAY HOL 12.00 REGULAR HOURS 59.00 SHIFT1 12HRS 59.00																
EMPLOYEE: 1000003 BERGMAN, CHRISTINE																
SUN	12/04/11	7:00	U	05			6:55	19:35				12.00			42560300	12.00
MON	12/05/11			05			0:00				CP535	12.00			42560300	24.00
MON	12/05/11	7:00	U	05			7:00	19:36				12.00			42560300	36.00
FRI	12/09/11	7:00	U	05			0:00				CP535	12.00			42560300	48.00
FRI	12/09/11	7:00	U	05			7:00	19:30				12.00			42560300	60.00
SAT	12/10/11	7:00	U	05			0:00				CP535	8.25			42560300	68.25
THU	12/15/11	7:00	U	05			6:56	15:48				8.25		Y	42560300	76.50
THU	12/15/11	7:00	U	05			0:00				CP535	12.00			42560300	88.50
THU	12/15/11	7:00	U	05			6:59	19:37				12.00			42560300	100.50
FRI	12/16/11	7:00	U	05			0:00				CP535	12.00			42560300	112.50
FRI	12/16/11	7:00	U	05			7:00	19:30				12.00			42560300	124.50
SAT	12/17/11	7:00	U	05			6:56	19:30				12.00			42560300	136.50
TOT HRS: 136.50 WORKED 80.25 NON-WORKED 136.50 PAID 216.75 NON-PAID \$0.00																
HOURS BY PAY CODE REGULAR HOURS 76.00 SHIFT1 12HRS 80.25 CHARGE PAY-RN 56.25 OVERTIME 4.25																
EMPLOYEE: 1000005 BRAVO, FERNANDO																
SUN	12/04/11	19:00	U	06			19:02	7:30				12.00			42560300	12.00
WED	12/07/11			06			0:00				VAC	12.00			42560300	24.00
THU	12/08/11	19:15	U	06			19:11	7:30				11.75			42560300	35.75
TUE	12/13/11	19:00	U	06			19:00	7:31				12.00			42560300	47.75
SAT	12/17/11			06			0:00				VAC	3.00			42560300	50.75
GAVE ALL AVAIL VAC																
TOT HRS: 50.75 WORKED 35.75 NON-WORKED 50.75 PAID 86.50 NON-PAID \$0.00																
HOURS BY PAY CODE REGULAR HOURS 35.75 SHIFT2 12HRS 35.75 VACATION 15.00																
EMPLOYEE: 1000006 CACCAM, VENIS A																
SUN	12/04/11	19:00	U	06			19:05	7:30				12.00			42560300	12.00
WED	12/07/11			06			0:00				VAC	12.00			42560300	24.00
THU	12/08/11			06			0:00				VAC	12.00			42560300	36.00
MON	12/12/11	19:15	U	06			19:11	7:56				12.25		Y	42560300	48.25
FRI	12/16/11	19:00	U	06			0:00				VAC	12.00			42560300	60.25
FRI	12/16/11	19:00	U	06			19:06	7:34				12.00			42560300	72.25
SAT	12/17/11	19:00	U	06			19:06	7:32				12.00			42560300	84.25
TOT HRS: 84.25 WORKED 48.25 NON-WORKED 84.25 PAID 132.50 NON-PAID \$0.00																
HOURS BY PAY CODE REGULAR HOURS 48.00 SHIFT2 12HRS 48.25 VACATION 36.00 OVERTIME .25																
EMPLOYEE: 1001251 CRESCENCIO, LIDIA																
MON	12/05/11	19:15	U	09			19:22	7:32				11.75			42560300	11.75

STATUS 7/10/15 7:55

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
4/08/12 THRU 4/21/12

CLK100P
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Department: 42560300 PHV CCU

Pacifica 001222

CONFIDENTIAL

DAY	DATE	IN	OUT	ALTT CLS	M/B	AUT	ACTUAL-- IN	OUT	SCHEDULED-- IN	OUT	PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
EMPLOYEE:	1001912	ARRIOLA, YESENIA														
SUN	4/15/12	H	TRANS	7P			0:00		FIXED CLASS: 7P	12HR PER DIEM RN (730A-1900)	FLTS	12.00			* 42570100	12.00
SUN	4/15/12	H	TRANS	7P	A		7:01	19:27				12.00			* 42570100	24.00
MON	4/16/12	U		7P	A		7:40	19:54				11.75			42560300	35.75
FRI	4/20/12	U		7P	A		7:11	19:32				11.75			42560300	47.50
TOT HRS:									PAID		47.50	NON-PAID			.00	ADJUST
HOURS BY PAY CODE									REGULAR HOURS		35.50					\$.00

DAY	DATE	IN	OUT	ALTT CLS	M/B	AUT	ACTUAL-- IN	OUT	SCHEDULED-- IN	OUT	PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
EMPLOYEE:	1000001	ASUNCION, AIDA														
SUN	4/08/12	U	19:30	08	A		7:01	19:30				12.00			42560300	12.00
MON	4/09/12	U	19:30	08	A		7:06	19:24				12.00			42560300	24.00
WED	4/11/12	U	19:30	08	A		7:14	19:26				11.75			42560300	35.75
MON	4/16/12	U	19:30	08	A		7:04	19:24				12.00			42560300	47.75
TUE	4/17/12	U	11:45	08			7:02	11:41				4.75			42560300	52.50
TUE	4/17/12	U	19:30	08	M		12:18	19:29				7.25			42560300	59.75
WED	4/18/12	U	19:30	08	A		7:00	19:24				12.00			42560300	71.75
SAT	4/21/12	WORKED		08			0:00				SICK	12.00			42560300	83.75
TOT HRS:									83.75	PAID	155.50	NON-PAID			.00	ADJUST
HOURS BY PAY CODE									SHIFT1 12HRS		71.75	SICK TIME				\$.00
									REGULAR HOURS		71.75					12.00

DAY	DATE	IN	OUT	ALTT CLS	M/B	AUT	ACTUAL-- IN	OUT	SCHEDULED-- IN	OUT	PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
EMPLOYEE:	1000003	BERGMAN, CHRISTINE														
SUN	4/08/12	TRANS		05			0:00		FIXED CLASS: 05	12HR 535 UNION RN (7A-7:30P)	HOLNY	12.00			42560300	12.00
MON	4/09/12	TRANS		05			0:00				HOLPR	12.00			42560300	24.00
FRI	4/13/12	TRANS		05			0:00				CP535	12.00			42560300	36.00
FRI	4/13/12	U	19:30	05	A		7:01	19:31				12.00			42560300	48.00
SAT	4/14/12	U	19:30	05	A		6:59	19:25				12.00			42560300	60.00
THU	4/19/12	U	19:30	05	A		6:57	19:27				12.00			42560300	72.00
FRI	4/20/12	U	19:30	05	A		0:00				CP535	12.00			42560300	84.00
FRI	4/20/12	U	19:30	05	A		6:58	19:34				12.00			42560300	96.00
SAT	4/21/12	U	19:30	05	A		0:00				CP535	12.00			42560300	108.00
SAT	4/21/12	U	19:30	05	A		6:59	19:28				12.00			42560300	120.00
TOT HRS:									120.00	PAID	180.00	NON-PAID			.00	ADJUST
HOURS BY PAY CODE									NEW YEAR HOL		12.00	CHARGE PAY-RN				\$.00
HOURS BY PAY CODE									SHIFT1 12HRS		60.00					36.00
									PRESIDENTS HOL		12.00					REGULAR HOURS

DAY	DATE	IN	OUT	ALTT CLS	M/B	AUT	ACTUAL-- IN	OUT	SCHEDULED-- IN	OUT	PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
EMPLOYEE:	1000006	CACCAM, VENIS A														
SUN	4/08/12	U	7:30	06	A		19:02	7:30	FIXED CLASS: 06	7P-7:30A 12HR 535 UNION RN		12.00			42560300	12.00
WED	4/11/12	U	7:30	06	A		19:02	7:30				12.00			42560300	24.00
THU	4/12/12	U	7:30	06	A		19:15	7:34				11.75			42560300	35.75
MON	4/16/12	U	7:30	06	A		19:01	7:30				12.00			42560300	47.75
FRI	4/20/12	U	7:30	06	A		18:57	7:31				12.00			42560300	59.75
SAT	4/21/12	U	7:30	06	A		18:58	7:32				12.00			42560300	71.75
TOT HRS:									71.75	PAID	143.50	NON-PAID			.00	ADJUST
HOURS BY PAY CODE									SHIFT2 12HRS		71.75					\$.00
									REGULAR HOURS		71.75					36.00

DAY	DATE	IN	OUT	ALTT CLS	M/B	AUT	ACTUAL-- IN	OUT	SCHEDULED-- IN	OUT	PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
EMPLOYEE:	1001251	CRESCENCIO, LIDIA														
MON	4/09/12	U	7:30	09	A		19:25	7:34	FIXED CLASS: 09	12HR 399 7P-7A		11.50			42560300	11.50
TUE	4/10/12	U	7:30	09	A		19:24	7:34				11.50			42560300	23.00
THU	4/12/12	U	19:30	09	A		7:18	19:34				11.75			42560300	34.75

Department: 42560300 PHV CCU

Pacifica_001572

CONFIDENTIAL

DAY	DATE	IN	OUT	ALTT CLS	M/B	AUT	IN	OUT	IN	OUT	PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
EMPLOYEE: 1000001 ASUNCION,AIDA																
SUN	10/07/12	7:00	U	08	A		7:05	19:24	08	12HR 399 7A-7P		12.00			42560300	12.00
MON	10/08/12	7:00	U	08	A		7:01	19:28				12.00			42560300	24.00
FRI	10/12/12	7:00	U	08	A		7:05	19:26				12.00			42560300	36.00
TUE	10/16/12	7:00	U	08	A		7:04	19:01				11.50			42560300	47.50
WED	10/17/12	7:00	U	08	A		7:04	19:23				12.00			42560300	59.50
SAT	10/20/12	7:30	U	08	A		7:26	19:26				11.50			42560300	71.00
TOT HRS: 71.00 WORKED 71.00 PAID 142.00 NON-PAID .00 ADJUST \$.00																
HOURS BY PAY CODE 71.00 SHIF1 12HRS 71.00																
EMPLOYEE: 1000003 BERGMAN, CHRISTINE																
SUN	10/07/12	7:00	U	05	A		7:02	19:24	05	12HR 535 UNION RN (7A-7:30P)		12.00			42560300	12.00
MON	10/08/12	7:00	U	05	A		0:00				CP535	12.00			42560300	24.00
MON	10/08/12	7:00	U	05	A		6:59	19:32			CP535	12.00			42560300	36.00
FRI	10/12/12	7:00	U	05	A		0:00				CP535	12.00			42560300	48.00
FRI	10/12/12	7:00	U	05	A		6:57	19:31				12.00			42560300	60.00
THU	10/18/12	7:00	U	05	A		6:56	19:27				12.00			42560300	72.00
FRI	10/19/12	7:00	U	05	A		0:00				CP535	12.00			42560300	84.00
FRI	10/19/12	7:00	U	05	A		6:57	19:33				12.00			42560300	96.00
SAT	10/20/12	7:00	U	05	A		6:59	19:26				12.00			42560300	108.00
TOT HRS: 108.00 WORKED 108.00 PAID 180.00 NON-PAID 36.00																
HOURS BY PAY CODE 72.00 SHIF1 12HRS 72.00 CHARGE PAY-RN 36.00																
EMPLOYEE: 1000005 BRAVO, FERNANDO																
WED	10/10/12			06			0:00		06	7P-7:30A 12HR 535 UNION RN	VAC	12.00			42560300	12.00
HXC	10/10/12			06			0:00				VAC	12.00			42560300	24.00
THU	10/11/12			06			0:00				VAC	12.00			42560300	36.00
TUE	10/16/12			06			0:00				SICK	12.00			42560300	48.00
FRI	10/19/12	19:00	U	06	A		18:54	7:29				12.00			42560300	60.00
FRI	10/20/12	19:00	U	06	A		19:04	7:25				12.00			42560300	72.00
TOT HRS: 60.00 WORKED 60.00 PAID 84.00 NON-PAID 24.00 SHIF2 12HRS 24.00																
HOURS BY PAY CODE 60.00 VACATION 24.00 SICK TIME 60.00 REGULAR HOURS 24.00 SHIF2 12HRS 24.00																
EMPLOYEE: 1000006 CACCAM, VENIS A																
SUN	10/07/12	19:00	U	06	A		18:58	7:31	06	7P-7:30A 12HR 535 UNION RN		12.00			42560300	12.00
WED	10/10/12	19:00	U	06	A		19:03	7:54				12.50		Y	42560300	24.50
THU	10/11/12	19:00	U	06	A		19:03	7:33				12.00			42560300	36.50
MON	10/15/12	19:00	U	06	A		19:00	7:30				12.00			42560300	48.50
FRI	10/19/12	19:00	U	06	A		19:00	7:30				12.00			42560300	60.50
SAT	10/20/12	19:00	U	06	A		19:00	7:30				12.00			42560300	72.50
TOT HRS: 72.50 WORKED 72.50 PAID 145.00 NON-PAID .00 ADJUST \$.00																
HOURS BY PAY CODE 72.50 SHIF2 12HRS 72.50 OVERTIME .50																
EMPLOYEE: 1001251 CRESCENCIO, LIDIA																
MON	10/08/12	19:15	U	09	A		19:09	7:46	09	12HR 399 7P-7A		12.00			42560300	12.00
FRI	10/12/12	19:15	U	09	A		19:11	7:32				11.75			42560300	23.75
SAT	10/13/12	19:15	U	09	A		19:17	7:30				11.75			42560300	35.50
SUN	10/14/12	19:15	U	09	A		19:14	7:28				11.75			42560300	47.25
WED	10/17/12	19:15	U	09	A		19:08	7:31				11.75			42560300	59.00

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
6/02/13 THRU 6/15/13

Department: 42560300 PHV CCU

Pacifica 001928

CONFIDENTIAL

DAY	DATE	---ROUNDED---		ALT CLS	M/B	---ACTUAL---		---SCHEDULED---		PAY CODE	HOURS	FRC OT	CNF	Department	TOTAL HOURS
		IN	OUT			IN	OUT	IN	OUT						
EMPLOYEE: 1000001 ASUNCIÓN, AIDA															
SUN	6/02/13	7:00	U	08	A	7:00	19:33	08	12HR 399 7A-7P		12.00			42560300	12.00
MON	6/03/13	7:15	U	08	A	7:08	19:31		HOLME		12.00			42560300	24.00
TUE	6/04/13	7:00	U	08	A	7:00	19:30				11.75			42560300	35.75
WED	6/05/13	7:00	U	08	A	7:00	19:30				12.00			42560300	47.75
THU	6/06/13	7:00	U	08	A	7:00	19:30				12.00			42560300	59.75
FRI	6/07/13	7:00	U	08	A	7:00	19:30				12.00			42560300	71.75
SAT	6/08/13	7:00	U	08	A	7:00	19:30				12.00			42560300	83.75
TOT HRS:	71.75	WORKED		47.75	NON-WORKED	71.75	PAID	47.75	MEMORIAL HOLIDAY	119.50	NON-PAID	12.00	ADJUST	.00	\$0.00
HOURS BY PAY CODE		REGULAR HOURS			47.75	SHIFT1 12HRS		47.75			119.50	NON-PAID		12.00	INDEP. DAY HOL
		REGULAR HOURS			72.00	SHIFT1 12HRS		72.00			144.00	NON-PAID		.00	ADJUST
		REGULAR HOURS			72.00	SHIFT1 12HRS		72.00			144.00	NON-PAID		.00	ADJUST
EMPLOYEE: 1000003 BERGMAN, CHRISTINE															
SUN	6/02/13	7:00	U	05	A	7:00	19:31	05	12HR 535 UNION RN (7A-7:30P)		12.00			42560300	12.00
MON	6/03/13	7:00	U	05	A	7:02	19:29				12.00			42560300	24.00
TUE	6/04/13	7:00	U	05	A	6:53	19:31				12.00			42560300	36.00
WED	6/05/13	7:00	U	05	A	7:02	19:24				12.00			42560300	48.00
THU	6/06/13	7:00	U	05	A	6:53	19:32				12.00			42560300	60.00
FRI	6/07/13	7:00	U	05	A	6:58	19:32				12.00			42560300	72.00
SAT	6/08/13	7:00	U	05	A	6:58	19:32				12.00			42560300	84.00
TOT HRS:	72.00	WORKED		72.00	NON-WORKED	72.00	PAID	72.00		144.00	NON-PAID	12.00	ADJUST	.00	\$0.00
HOURS BY PAY CODE		REGULAR HOURS			72.00	SHIFT1 12HRS		72.00			144.00	NON-PAID		.00	ADJUST
EMPLOYEE: 1000005 BRAVO, FERNANDO															
SUN	6/02/13	19:15	U	06	A	19:09	7:42	06	7P-7:30A 12HR 535 UNION RN	VAC	7.75			42560300	7.75
MON	6/03/13	19:15	U	06	A	19:14	7:28				12.00			42560300	19.75
TUE	6/04/13	19:15	U	06	A	19:09	7:27				11.75			42560300	31.50
WED	6/05/13	19:15	U	06	A	19:03	7:27				11.75			42560300	43.25
THU	6/06/13	19:15	U	06	A	19:03	7:27				12.00			42560300	55.25
FRI	6/07/13	19:15	U	06	A	19:03	7:30				12.00			42560300	67.25
SAT	6/08/13	19:15	U	06	A	19:03	7:30				12.00			42560300	79.25
TOT HRS:	67.25	WORKED		59.50	NON-WORKED	67.25	PAID	59.50	SHIFT2 12HRS	126.75	NON-PAID	12.00	ADJUST	.00	\$0.00
HOURS BY PAY CODE		REGULAR HOURS			59.50	SHIFT2 12HRS		59.50			126.75	NON-PAID		.00	ADJUST
		VACATION			7.75	REGULAR HOURS		7.75			126.75	NON-PAID		.00	ADJUST
EMPLOYEE: 1000006 CACCAM, VENIS A															
SUN	6/02/13	19:00	U	06	A	18:55	7:46	06	7P-7:30A 12HR 535 UNION RN		12.25		Y	42560300	12.25
MON	6/03/13	19:15	U	06	A	19:08	7:32				11.75			42560300	24.00
TUE	6/04/13	19:00	U	06	A	19:01	7:31				12.00			42560300	36.00
WED	6/05/13	19:00	U	06	A	19:03	7:39				12.25		Y	42560300	48.25
THU	6/06/13	19:00	U	06	A	19:03	7:39				12.00			42560300	60.25
FRI	6/07/13	19:00	U	06	A	19:03	7:39				12.00			42560300	72.25
SAT	6/08/13	19:00	U	06	A	19:03	7:39				12.00			42560300	84.25
TOT HRS:	72.25	WORKED		48.25	NON-WORKED	72.25	PAID	50	SHIFT2 12HRS	120.50	NON-PAID	12.00	ADJUST	.00	\$0.00
HOURS BY PAY CODE		REGULAR HOURS			48.25	OVERTIME		50			120.50	NON-PAID		.00	ADJUST
		VACATION			47.75	REGULAR HOURS		47.75			120.50	NON-PAID		.00	ADJUST
		VACATION			48.25	OVERTIME		48.25			120.50	NON-PAID		.00	ADJUST
EMPLOYEE: 1001251 CRESCENCIO, LIDIA															
MON	6/03/13	19:00	U	09	A	19:07	7:29	09	12HR 399 7P-7A		12.00			42560300	12.00
TUE	6/04/13	19:15	U	09	A	19:11	7:31				11.75			42560300	23.75
WED	6/05/13	19:15	U	09	A	19:08	7:32				11.75			42560300	35.50
THU	6/06/13	19:15	U	09	A	19:05	7:30				12.00		Y	42560300	47.50
FRI	6/07/13	19:15	U	09	A	19:10	7:32				11.75			42560300	59.25
SAT	6/08/13	19:15	U	09	A	19:12	7:30				11.75			42560300	71.00
SUN	6/09/13	19:15	U	09	A	19:05	7:30				12.00			42560300	83.00
MON	6/10/13	19:15	U	09	A	19:05	7:30				11.75			42560300	94.75
TOT HRS:	72.25	WORKED		48.25	NON-WORKED	72.25	PAID	50	SHIFT2 12HRS	120.50	NON-PAID	12.00	ADJUST	.00	\$0.00
HOURS BY PAY CODE		REGULAR HOURS			48.25	OVERTIME		50			120.50	NON-PAID		.00	ADJUST
		VACATION			47.75	REGULAR HOURS		47.75			120.50	NON-PAID		.00	ADJUST
		VACATION			48.25	OVERTIME		48.25			120.50	NON-PAID		.00	ADJUST

Department: 42560300 PHV CCU

Pacifica 002294

DAY	DATE	ROUNDED		ALT CLS	M/B	AUT	ACTUAL		SCHEDULED		PAY CODE	HOURS	OT	CNF	Department	TOTAL HOURS
		IN	OUT				IN	OUT								
EMPLOYEE:	1000001	ASUNCIÓN, AIDA														
SUN	9/08/13	7:00	U	08	A		7:05	19:23	08	12HR 399 7A-7P		12.00			42560300	12.00
MON	9/09/13	7:15	U	08	A		7:08	19:25	08			11.75			42560300	23.75
FRI	9/13/13	7:00	U	08	A		6:57	19:30	08			12.00			42560300	35.75
TUE	9/17/13	7:00	U	08	A		7:05	19:23	08			12.00			42560300	47.75
WED	9/18/13	7:00	U	08	A		7:03	19:23	08			12.00			42560300	59.75
SAT	9/21/13	7:00	U	08	A		7:04	19:02	08			11.50			42560300	71.25
TOT HRS:	71.25	WORKED		71.25	NON-WORKED		71.25 PAID		71.25	142.50	NON-PAID				.00	\$.00
HOURS BY PAY CODE		REGULAR HOURS		71.25	SHIF1 12HRS		71.25									
EMPLOYEE:	1000003	BERGMAN, CHRISTINE														
SUN	9/08/13	TRANS														
MON	9/09/13	TRANS														
FRI	9/13/13	TRANS														
THU	9/19/13	7:00	U	05	A		7:03	19:23	05			12.00			42560300	24.00
FRI	9/20/13	7:00	U	05	A		7:02	19:25	05			12.00			42560300	36.00
SAT	9/21/13	7:00	U	05	A		6:57	19:24	05			12.00			42560300	48.00
TOT HRS:	72.00	WORKED		36.00	NON-WORKED		72.00 PAID		72.00	108.00	NON-PAID				.00	\$.00
HOURS BY PAY CODE		VACATION		36.00	REGULAR HOURS		36.00		SHIF1 12HRS							
EMPLOYEE:	1000005	BRAVO, FERNANDO														
SUN	9/08/13	19:00	U	06	A		18:57	7:34	06	7P-7:30A 12HR 535 UNION RN		12.00			42560300	12.00
WED	9/11/13	19:00	U	06	A		19:05	7:25	06			12.00			42560300	24.00
THU	9/12/13	TRANS														
TUE	9/17/13	TRANS														
FRI	9/20/13	19:00	U	06	A		19:06	7:19	06		SICK	5.00			42560300	29.00
SAT	9/21/13	19:00	U	06	A		19:07	7:22	06		VAC.1	12.00			42560300	41.00
TOT HRS:	64.50	WORKED		47.50	NON-WORKED		64.50 PAID		64.50	112.00	NON-PAID				.00	\$.00
HOURS BY PAY CODE		REGULAR HOURS		47.50	SHIF2 12HRS		47.50		SICK TIME							
EMPLOYEE:	1002097	CASTILLO, HARLENE UNDASAN														
WED	9/11/13	H TRANS														
WED	9/11/13	19:00	U	6P	A		19:06	7:25	6P		SFT2	12.00			* 42563400	12.00
WED	9/18/13	7:00	U	6P	A		7:01	19:33	6P			12.00			* 42563400	24.00
THU	9/19/13	7:15	U	6P	A		7:11	19:24	6P			11.75			* 42563400	36.00
TOT HRS:	47.75	WORKED		35.75	NON-WORKED		12.00 PAID		12.00	47.75	NON-PAID				.00	\$.00
HOURS BY PAY CODE		SHIF2 12HRS		35.75	REGULAR HOURS		35.75									
EMPLOYEE:	1001251	CRESCENCIO, LIDIA														
MON	9/09/13	TRANS														
FRI	9/13/13	TRANS														
SAT	9/14/13	TRANS														
SUN	9/15/13	TRANS														
WED	9/18/13	TRANS														
THU	9/19/13	TRANS														
TOT HRS:	72.00	WORKED		.00	NON-WORKED		72.00 PAID		72.00	72.00	NON-PAID				.00	\$.00
HOURS BY PAY CODE		VACATION		72.00												

CONFIDENTIAL

EXHIBIT 36

STASU
5/19/15 7:22

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
11/04/12 THRU 11/17/12

CLK100P
PAGE: 1

Department: 42561700 PHV MED/SURG

DAY	DATE	IN	OUT	ALT	CLS	M/B	AUT	IN	OUT	SCHEDULED	PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL
EMPLOYEE:	1002039	FRENCHER, KYLE		08				FIXED CLASS:	08	12HR	399	7A-7P	8.00				42561700	8.00
MON	11/05/12	TRANS						8:00				EDUC						
HOSP ORIENTATION																		
TUE	11/06/12	7:00	U	19:30	08		A	7:00	19:32				12.00				42561700	20.00
SAT	11/10/12	7:00	U	19:30	08		A	7:00	19:24				12.00				42561700	32.00
SUN	11/11/12	7:00	U	16:00	08		A	6:53	16:03				8.50				42561700	40.50
WED	11/14/12	7:00	U	19:30	08		A	7:00	19:25				12.00				42561700	52.50
THU	11/15/12			TRANS	08			0:00				VAC	6.00				42561700	58.50
HCX				TRANS	08			0:00				SICK	5.00				42561700	63.50
THU	11/15/12			TRANS	08			0:00				SICK	5.00				42561700	63.50
HXCX																		
TOT HRS:	63.50	WORKED		52.50	NON-WORKED		8.00	REGULAR HOURS	55.50	PAID	108.00	NON-PAID	44.50	VACATION		.00	ADJUST	\$ 6.00
HOURS BY PAY CODE		EDUCATION			8.00		REGULAR HOURS	5.00										
HOURS BY PAY CODE		SICK TIME																
** TOTALS Department: 42561700																		
TOT HRS:	63.50	WORKED		52.50	NON-WORKED		8.00	REGULAR HOURS	55.50	PAID	108.00	NON-PAID	44.50	VACATION		.00	ADJUST	\$ 6.00
HOURS BY PAY CODE		EDUCATION			8.00		REGULAR HOURS	5.00										
HOURS BY PAY CODE		SICK TIME																
** FINAL TOTALS																		
TOT HRS:	63.50	WORKED		52.50	NON-WORKED		8.00	REGULAR HOURS	55.50	PAID	108.00	NON-PAID	44.50	VACATION		.00	ADJUST	\$ 6.00
HOURS BY PAY CODE		EDUCATION			8.00		REGULAR HOURS	5.00										
HOURS BY PAY CODE		SICK TIME																

STASU
5/19/15 7:22

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
11/18/12 THRU 12/01/12

CLK100P
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Department: 42561700 PHV MED/SURG

EMPLOYEE	DAY	DATE	---ROUNDED---		ALT	CLS	M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL	
			IN	OUT					IN	OUT	IN	OUT									HOURS
1002039																					
FRENCHER, KYLE																					
MON	11/19/12		7:00	U	19:30	08		A	6:53	19:34	08	12HR	399	7A-7P	12.00				42561700	12.00	
TUE	11/20/12		8:00	U	11:45	08			7:55	11:51					3.75				42561700	15.75	
WED	11/21/12				TRANS	08			0:00					HOLYD	12.00				42561700	27.75	
HGX																					
SAT	11/24/12		7:00	U	19:30	08		A	6:54	19:26					12.00				42561700	39.75	
SUN	11/25/12		7:00	U	19:30	08		A	6:54	19:23					12.00				42561700	51.75	
WED	11/28/12		7:00	U	19:30	08		A	6:54	19:24					12.00				42561700	63.75	
FRI	11/30/12			H	TRANS	08			0:00					FLT-L	12.00			*	42563800	75.75	
FRI	11/30/12		7:00	U	19:30	08		A	6:54	19:24					12.00			*	42563800	87.75	
TOT HRS:			87.75		WORKED				63.75					PAID	151.50				NON-PAID		
HOURS BY PAY CODE			87.75		REGULAR HOURS				63.75					THANKSGVNG HOL	12.00				FLOAT PAY-LVN		
** TOTALS Department:			42561700																		
TOT HRS:			87.75		WORKED				63.75					PAID	151.50				NON-PAID		
HOURS BY PAY CODE			87.75		REGULAR HOURS				63.75					THANKSGVNG HOL	12.00				FLOAT PAY-LVN		
** FINAL TOTALS			87.75		WORKED				63.75					PAID	151.50				NON-PAID		
TOT HRS:			87.75		REGULAR HOURS				63.75					THANKSGVNG HOL	12.00				FLOAT PAY-LVN		
HOURS BY PAY CODE			87.75		REGULAR HOURS				63.75					THANKSGVNG HOL	12.00				FLOAT PAY-LVN		

STASU
5/19/15 7:23

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
12/30/12 THRU 1/12/13

CLK100P
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Department: 42561700 PHV MED/SURG

EMPLOYEE:	DAY	DATE	---ROUNDED---		ALT	---ACTUAL---		---SCHEDULED---		PAY CODE	HOURS	FRC	OT	CNF	Department	TOTAL HOURS					
			IN	OUT		IN	OUT	IN	OUT												
1002039																					
MON	12/31/12		FRENCHER, KYLE		08			FIXED CLASS: 08 12HR 399 7A-7P			12.00				42561700	12.00					
FRI	1/04/13				08	A	6:59	19:29			12.00				42561700	24.00					
SAT	1/05/13				08	A	6:54	19:26			12.00				42561700	36.00					
SUN	1/06/13				08	A	7:00	19:23			12.00				42561700	48.00					
WED	1/09/13				08	A	6:54	19:27			12.00				42561700	60.00					
THU	1/10/13				08		0:00			VAC HOLNY	12.00				42561700	72.00					
TOT HRS:			WORKED		48.00	NON-WORKED				PAID	48.00	VACATION	120.00	NON-PAID		12.00	ADJUST		NEW YEAR HOL		12.00
** TOTALS Department: 42561700																					
TOT HRS:			WORKED		48.00	NON-WORKED				PAID	48.00	VACATION	120.00	NON-PAID		12.00	ADJUST		NEW YEAR HOL		12.00
HOURS BY PAY CODE			REGULAR HOURS		48.00	SHIFT1	12HRS			PAID	48.00	VACATION	120.00	NON-PAID		12.00	ADJUST		NEW YEAR HOL		12.00
** FINAL TOTALS																					
TOT HRS:			WORKED		48.00	NON-WORKED				PAID	48.00	VACATION	120.00	NON-PAID		12.00	ADJUST		NEW YEAR HOL		12.00
HOURS BY PAY CODE			REGULAR HOURS		48.00	SHIFT1	12HRS			PAID	48.00	VACATION	120.00	NON-PAID		12.00	ADJUST		NEW YEAR HOL		12.00

Department: 42561700 PHV MED/SURG

DAY	DATE	IN	OUT	ALT	CLS	M/B	AUT	IN	OUT	SCHEDULED	PAY	HOURS	FRC	OT	CNF	Department	TOTAL
EMPLOYEE:											CODE						HOURS
MON	1/14/13		TRANS	08				0:00		08	HLFT9	12.00				42561700	12.00
HCCX			TRANS	08				0:00			SICK	8.00				42561700	20.00
HCCX	1/16/13		TRANS	08				0:00			SICK	3.50				42561700	23.50
WED	1/16/13		TRANS	08								12.00				42561700	35.50
HCCX	1/19/13		TRANS	08				6:59	19:33			12.00				42561700	47.50
SAT	1/21/13		TRANS	08				7:01	19:30			12.00				42561700	59.50
WED	1/23/13		TRANS	08				6:57	19:32			12.00				42561700	71.50
SAT	1/26/13		TRANS	08				7:00	19:30			12.00				42561700	83.50
TOT HRS:												71.50					83.50
HOURS BY PAY CODE												48.00					48.00
** TOTALS Department: 42561700																	
TOT HRS:	71.50											119.50					119.50
HOURS BY PAY CODE												11.50					11.50
** FINAL TOTALS																	
TOT HRS:	71.50											119.50					119.50
HOURS BY PAY CODE												11.50					11.50

WOKED 48.00 NON-WORKED 12.00 SICK TIME 71.50 PAID 11.50 REGULAR HOURS 119.50 NON-PAID 48.00 .00 ADJUST 48.00
FLOAT(399)HOL 48.00 SICK TIME 71.50 PAID 11.50 REGULAR HOURS 119.50 NON-PAID 48.00 .00 ADJUST 48.00
SHIFTL 12HRS

STASU
5/19/15 7:23

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
1/27/13 THRU 2/09/13

CLK100P
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Department: 42561700 PHV MED/SURG

EMPLOYEE:	DAY	DATE	---ROUNDED---		ALT	CLS	M/B	AUT	---ACTUAL---		---SCHEDULED---		PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL HOURS						
			IN	OUT					IN	OUT	IN	OUT														
1002039																										
FRENCHER, KYLE													08	12HR 399 7A-7P												
MON 1/28/13			7:00	U	19:30			A	6:56	19:35					12.00					42561700	12.00					
TUE 1/29/13			7:00	U	19:30			A	6:55	19:29					12.00					42561700	24.00					
SUN 2/03/13			7:00	U	19:30			A	6:59	19:28					12.00					42561700	36.00					
WED 2/06/13			7:00	U	19:30			A	6:59	19:31					12.00					42561700	48.00					
THU 2/07/13			7:00	U	19:30			A	6:57	19:29					12.00					42561700	60.00					
NO ACCRUALS AVAIL																										
TOT HRS BY PAY CODE	60.00								60.00						60.00						120.00	NON-PAID		.00	ADJUST	\$.00
REGULAR HOURS									60.00						60.00						120.00	NON-PAID		.00	ADJUST	\$.00
** TOTALS Department: 42561700																										
TOT HRS:	60.00								60.00						60.00						120.00	NON-PAID		.00	ADJUST	\$.00
HOURS BY PAY CODE									60.00						60.00						120.00	NON-PAID		.00	ADJUST	\$.00
** FINAL TOTALS																										
TOT HRS:	60.00								60.00						60.00						120.00	NON-PAID		.00	ADJUST	\$.00
HOURS BY PAY CODE									60.00						60.00						120.00	NON-PAID		.00	ADJUST	\$.00

STASU
5/19/15 7:24

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
2/24/13 THRU 3/09/13

CLK100P
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Department: 42561700 PHV MED/SURG

EMPLOYEE:	DAY	DATE	---ROUNDED---		ALT	CLS	M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL HOURS	
			IN	OUT					IN	OUT	IN	OUT									
1002039																					
MON		2/25/13	7:00	U	08			A	6:59	19:29	08	12HR	399	7A-7P	12.00				42561700	12.00	
TUE		2/26/13	7:00	U	08			A	6:53	19:30					12.00				42561700	24.00	
WED		2/27/13	7:00	U	08			A	6:57	19:23					12.00				42561700	36.00	
SAT		3/02/13	7:00	U	08			A	6:56	19:27					12.00			Y	42561700	48.00	
SUN		3/03/13	7:00	U	08			A	6:55	13:03					5.50				42561700	53.50	
WED		3/06/13	7:00	U	08			A	7:00	19:25					12.00				42561700	65.50	
THU		3/07/13	7:00	U	08			A	6:56	19:26					12.00				42561700	77.50	
TOT HRS:			77.50						77.50		PAID	77.50		155.00	NON-PAID	8.00			.00	ADJUST	\$.00

** TOTALS Department: 42561700																					
TOT HRS:			77.50						77.50		PAID	77.50		155.00	NON-PAID	8.00			.00	ADJUST	\$.00
HOURS BY PAY CODE			77.50						69.50		SHIFT1	12HRS									

** FINAL TOTALS																					
TOT HRS:			77.50						77.50		WORKED	77.50		NON-WORKED	69.50						
HOURS BY PAY CODE			77.50						77.50		REGULAR HOURS	77.50		SHIFT1	12HRS						

STASU
5/19/15 7:24

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
3/10/13 THRU 3/23/13

Department: 42561700 PHV MED/SURG

EMPLOYEE:	DAY	DATE	---ROUNDED---		ALT	CLS	M/B	AUT	---ACTUAL---		---SCHEDULED---		PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL	
			IN	OUT					IN	OUT	IN	OUT									FIXED CLASS:
1002039																					
MON		3/11/13	7:00	19:30	08			A	6:58	19:27	08	12HR	399	7A-7P	12.00				42561700	12.00	
DST																					
WED		3/13/13	7:00	19:30	08			A	6:57	19:34					12.00				42561700	24.00	
SAT		3/16/13			08				0:00					SICK	11.00				42561700	35.00	
GAVE																					
SAT		3/16/13			08				0:00					VAC	1.00				42561700	36.00	
SUN		3/17/13	7:00	19:30	08			A	7:01	19:25				VAC	12.00				42561700	48.00	
WED		3/20/13			08				0:00						3.25				42561700	51.25	
WED		3/20/13	7:00	16:15	08			A	6:54	16:16					8.75				42561700	60.00	
FRI		3/22/13	7:00	19:30	08			A	7:00	19:33					12.00				42561700	72.00	
TOT HRS:															56.75					\$ 0.00	
HOURS BY PAY CODE															56.75					4.25	
** TOTALS Department: 42561700																					
TOT HRS:															56.75					\$ 0.00	
HOURS BY PAY CODE															56.75					4.25	
** FINAL TOTALS																					
TOT HRS:															72.00					\$ 0.00	
HOURS BY PAY CODE															72.00					4.25	

STASU
5/19/15 7:24

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
4/07/13 THRU 4/20/13

Department: 42561700 PHV MED/SURG

EMPLOYEE:	1002039	FRENCHER, KYLE	---ROUNDED---		ALT	CLS	M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL
			IN	OUT					IN	OUT	IN	OUT								
MON	4/08/13	7:00	U	19:30	08			A	7:01	19:30	08	12HR	399	7A-7P	12.00				42561700	12.00
WED	4/10/13	7:00	U	19:30	08			A	6:58	19:29	08				12.00				42561700	24.00
SAT	4/13/13	7:00	U	19:30	08			A	6:57	19:31	08				12.00				42561700	36.00
SUN	4/14/13	7:00	U	19:30	08			A	6:55	19:24	08				12.00				42561700	48.00
WED	4/17/13	7:00	U	19:30	08			A	6:58	19:28	08				12.00				42561700	60.00
FRI	4/19/13	7:00	U	19:30	08			A	6:58	19:25	08				12.00				42561700	72.00
TOT HRS:															72.00					72.00
HOURS BY PAY CODE															72.00					72.00

** TOTALS Department: 42561700																				
TOT HRS:	72.00														72.00					72.00
HOURS BY PAY CODE															72.00					72.00

** FINAL TOTALS																				
TOT HRS:	72.00														72.00					72.00
HOURS BY PAY CODE															72.00					72.00

** FINAL TOTALS																				
TOT HRS:	72.00														72.00					72.00
HOURS BY PAY CODE															72.00					72.00

STASU
5/19/15 7:24

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
4/21/13 THRU 5/04/13

Department: 42561700 PHV MED/SURG

EMPLOYEE	DATE	---ROUNDED---		ALT CLS	M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY CODE	HOURS	FRC OT	CNF	Department	TOTAL HOURS
		IN	OUT				IN	OUT	IN	OUT						
1002039																
		FRENCHER, KYLE														
MON	4/22/13	7:00	U	08		A	6:54	19:27	08	12HR	7A-7P	12.00			42561700	12.00
TUE	4/23/13	7:00	U	08		A	7:01	19:25				12.00			42561700	24.00
SAT	4/27/13	7:00	U	08		A	6:56	19:24				12.00			42561700	36.00
SUN	4/28/13	7:00	U	08		A	6:59	19:26				12.00			42561700	48.00
WED	5/01/13	7:00	U	08		A	7:01	19:24				12.00			42561700	60.00
THU	5/02/13	7:00	U	08		A	6:57	19:32				12.00			42561700	72.00
TOT HRS:		72.00	WORKED									72.00				\$.00
HOURS BY PAY CODE			REGULAR HOURS									72.00				

** TOTALS Department: 42561700
 TOT HRS: 72.00 WORKED 72.00 NON-WORKED 72.00 PAID 72.00
 HOURS BY PAY CODE 72.00 REGULAR HOURS 72.00 SHIFTL 12HRS 72.00

** FINAL TOTALS
 TOT HRS: 72.00 WORKED 72.00 NON-WORKED 72.00 PAID 72.00
 HOURS BY PAY CODE 72.00 REGULAR HOURS 72.00 SHIFTL 12HRS 72.00

ADJUST .00
 ADJUST .00
 ADJUST .00

Department: 42561700 PHV MED/SURG

EMPLOYEE:	DAY	DATE	---ROUNDED---		ALT	CLS	M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL HOURS	
			IN	OUT					IN	OUT	IN	OUT									
1002039																					
FRENCHER, KYLE																					
MON	5/06/13	7:00	U	19:30	08			A	FIXED CLASS:	08	12HR	399	7A-7P		12.00				42561700	12.00	
WED	5/08/13	7:00	U	19:30	08				0:00				VAC		12.00				42561700	24.00	
HCCX																					
SAT	5/11/13	7:00	U	19:30	08			A	6:56	19:26					12.00				42561700	36.00	
SUN	5/12/13	7:00	U	19:30	08			A	6:57	19:31					12.00				42561700	48.00	
WED	5/15/13				08				0:00				VAC		4.75				42561700	52.75	
GAVE ALL AVAIL																					
WED	5/15/13	7:00	U	14:00	08			A	6:55	13:57					6.50				42561700	59.25	
FRI	5/17/13	7:00	U	19:30	08			A	6:57	19:28					12.00				42561700	71.25	
TOT HRS:															54.50					16.75	
HOURS BY PAY CODE																					
** TOTALS Department:															54.50					16.75	
** TOTALS Department:															54.50					16.75	
TOT HRS:															54.50					16.75	
HOURS BY PAY CODE																					
** FINAL TOTALS															71.25					16.75	
TOT HRS:															54.50					16.75	
HOURS BY PAY CODE																					
WORKED															54.50					16.75	
REGULAR HOURS															54.50					16.75	
NON-WORKED															71.25					16.75	
SHIFT1 12HRS															54.50					16.75	
PAID															125.75					16.75	
VACATION															NON-PAID					16.75	
ADJUST															.00					.00	

STATUS
5/19/15 7:25

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
5/19/13 THRU 6/01/13

CLK100P
PAGE: 1

Department: 42561700 PHV MED/SURG

EMPLOYEE:	DAY	DATE	---ROUNDED---		ALT	---ACTUAL---		---SCHEDULED---		PAY	CODE	HOURS	FRC	OT	CNF	Department	TOTAL	
			IN	OUT		IN	OUT	IN	OUT									CODE
1002039																		
	MON	5/20/13	7:00	19:30	08	6:56	19:35	08	12HR	399	7A-7P	12.00				42561700	12.00	
	TUE	5/21/13	7:00	19:30	08	6:56	19:32					12.00				42561700	24.00	
	SAT	5/25/13			08	0:00						11.00				42561700	35.00	
GAVE ALL AVAIL SICK HRS LOSE HOLME																		
TOT HRS:			35.00		24.00		35.00		PAID	24.00	SICK TIME	59.00	NON-PAID	11.00				\$.00
** TOTALS Department: 42561700																		
TOT HRS:			35.00		24.00		35.00		PAID	24.00	SICK TIME	59.00	NON-PAID	11.00				\$.00
** FINAL TOTALS																		
TOT HRS:			35.00		24.00		35.00		PAID	24.00	SICK TIME	59.00	NON-PAID	11.00				\$.00
** TOTALS Department: 42561700																		
TOT HRS:			35.00		24.00		35.00		PAID	24.00	SICK TIME	59.00	NON-PAID	11.00				\$.00

EXHIBIT 37

TIME DETAIL

Time Period: Range of Dates
 Dates: 7/01/2016 - 7/31/2016

Printed: 10/19/2016

Name: NOLASCO, HIGINO ID: 1002115 Pay Rule: Union 399 - 12 Hour DAYS
 Primary Account(s): 9/16/2013 - forever 0300001/42565600/-/-/-/-

Date	Apply To	In Punch	In Exc	Out Punch	Out Exc	(\$)	Amt	Adj/Ent	Amount	Totaled	Cum. Tot	Absence	
										Amount	Amount		
Fri 7/01											0.0		
Sat 7/02											0.0		
Sun 7/03											0.0		
Mon 7/04											0.0		
Tue 7/05											0.0		
Wed 7/06											0.0		
Thu 7/07		19:10		7:24						11.75	11.75		
Fri 7/08										11.75	11.75		
Sat 7/09										11.75	11.75		
Sun 7/10										11.75	11.75		
Mon 7/11										11.75	11.75		
Tue 7/12										11.75	11.75		
Wed 7/13										11.75	11.75		
Thu 7/14		19:04		7:24						12.0	12.0		
Fri 7/15										23.75	23.75		
Sat 7/16										23.75	23.75		
Sun 7/17										23.75	23.75		
Mon 7/18										23.75	23.75		
Tue 7/19										23.75	23.75		
Wed 7/20										23.75	23.75		
Thu 7/21		19:03		7:24						12.0	12.0		
Fri 7/22										35.75	35.75		
Sat 7/23										35.75	35.75		
Sun 7/24										35.75	35.75		
Mon 7/25										35.75	35.75		
Tue 7/26										35.75	35.75		
Wed 7/27										35.75	35.75		
Thu 7/28		19:05		7:23						12.0	12.0		
Fri 7/29										47.75	47.75		
Sat 7/30										47.75	47.75		
Sun 7/31										47.75	47.75		
Totals										0.00	0.0	47.75	47.75

Account Summary	Pay Code	Money	Hours	Wages

TIME DETAIL

Time Period: Range of Dates
 Dates: 12/01/2015 - 12/31/2015

Printed: 10/19/2016

Name: TOUREY, JACOB ID: 1002307 Pay Rule: Union 121 - 12 Hour DAYS
 Primary Account(s): 10/05/2015 - forever 0200000/42563400/-/-/-

Date	Apply To	In Punch	In Exc	Out Punch	Out Exc	(\$)	Amt	Adj/Ent	Totalled	Cum. Tot.	Absence
								Amount	Amount	Amount	
Tue 12/01											
Wed 12/02		6:50		19:33					12.25	12.25	0.0
Thu 12/03		6:50		19:31					12.25	24.5	
Fri 12/04										24.5	
Sat 12/05		6:46		19:39					12.5	37.0	
Sun 12/06										37.0	
Mon 12/07										37.0	
Tue 12/08										37.0	
Wed 12/09		6:49		19:34					12.25	49.25	
Thu 12/10	SICK TIME							11.0			
Thu 12/10	VACATION.1							1.0			
Fri 12/11		6:50		19:39					12.5	61.25	
Sat 12/12										73.75	
Sun 12/13										73.75	
Mon 12/14		13:19		17:32					4.25	78.0	
Tue 12/15										78.0	
Wed 12/16		6:54		19:26					12.0	90.0	
Thu 12/17		6:47		19:27					12.25	102.25	
Fri 12/18										102.25	
Sat 12/19		6:51		19:34					12.25	114.5	
Sun 12/20										114.5	
Mon 12/21										114.5	
Tue 12/22										114.5	
Wed 12/23										114.5	
Thu 12/24										114.5	
Fri 12/25										114.5	
Sat 12/26										114.5	
Sun 12/27										114.5	
Mon 12/28										114.5	
Tue 12/29										114.5	
Wed 12/30										114.5	
Thu 12/31										114.5	
Totals						0.00		12.0	102.5	114.5	

Account Summary
 Account Pay Code

Money Hours Wages

sstandley
10/19/2016 9:19:05 AM

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER
PUNCH DETAIL REPORT
12/01/2014 THRU 12/31/2014

Previously Selected Employee(s)
1

DEPARTMENT: 42565600 PHV ADULT NEURO UNIT

EMPLOYEE: 1002206 GARFALO, KELLY KAY
FIXED CLASS Union 399 - 12 Hour NIGHTS

DAY	DATE	IN	OUT	CLS	M/B	AUT	IN	OUT	IN	OUT	CODE	HOURS	OT	CNF	DEPARTMENT	TOTAL HOURS
Thu	12/04/14	19:00	07:30				18:53	07:28				12.00		N	42565600	12.00
Fri	12/05/14	19:00	07:15				18:56	07:12				11.75		N	42565600	23.75
Sat	12/06/14	18:45	07:15				18:47	07:15				12.00		N	42565600	35.75
Sun	12/07/14	19:00	07:30				18:53	07:25				12.00		N	42565600	47.75
Tue	12/09/14	19:00	07:30				18:56	07:24				12.00		N	42565600	59.75
Wed	12/10/14	18:45	07:30				18:52	07:23				12.25		N	42565600	72.00
Wed	12/17/14	18:45	00:00				18:41	00:04				5.25			42565600	77.25

TOT HRS: 154.50 WORKED: 77.25 NON-WORKED: 77.25 PAID: 154.50 NON-PAID: 0.00 ADJUST: \$0.00
 HOURS BY PAYCODE OVERTIME 0.25 REGULAR 77.00 SHIFT2 12HRS 77.25

DEPT 42565600 HOURS OVERTIME 0.25 REGULAR 77.00 SHIFT2 12HRS 77.25
 GRAND TOTAL HOURS OVERTIME 0.25 REGULAR 77.00 SHIFT2 12HRS 77.25

STASU
10/19/16 9:04

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
11/01/13 THRU 11/30/13

Department: 42563400 PHV ADULT PSYCH ACUTE

EMPLOYEE:	DAY	DATE	---ROUNDED---		ALT	M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY	CODE	HOURS	FRC	OT	CNP	Department	TOTAL	
			IN	OUT				IN	OUT	IN	OUT									OT
1002113																				
DANIELSON-CHIRI,STEPHEN																				
FRI 11/01/13					08			6:56	19:23	08	12HR	399	7A-7P	12.00				42563400	12.00	
SAT 11/02/13					08		6:55	19:23					*MULT	12.00				42563400	24.00	
MON 11/04/13					08		7:53	20:23						12.00				42563400	36.00	
TUE 11/05/13					08		6:53	19:23						12.00				42563400	48.00	
WED 11/06/13					08		6:54	19:23						12.00				42563400	60.00	
THU 11/07/13					08		6:53	19:27						12.00				42563400	72.00	
FRI 11/08/13					08		6:53	19:30						12.00				42563400	84.00	
MON 11/11/13					08		6:53	19:23						12.00				42563400	96.00	
WED 11/13/13					08		6:54	19:23						12.00				42563400	108.00	
THU 11/14/13					08		6:53	19:23						12.00				42563400	120.00	
FRI 11/15/13					08		0:00						EDUC	8.00				42563400	128.00	
SAT 11/16/13					08		6:53	19:23						12.00				42563400	140.00	
SUN 11/17/13					08		6:53	19:23						12.00				42563400	152.00	
MON 11/18/13					08		6:53	19:23						12.00				42563400	164.00	
TUE 11/19/13					08		6:53	19:23						12.00				42563400	176.00	
WED 11/20/13					08		6:53	19:23						12.00				42563400	188.00	
THU 11/21/13					08		6:53	19:23						12.00				42563400	200.00	
FRI 11/22/13					08		6:54	19:23						12.00				42563400	212.00	
SAT 11/23/13					08		6:54	19:23						12.00				42563400	224.00	
SUN 11/24/13					08		6:54	19:23						12.00				42563400	236.00	
TOT HRS:														212.00						212.00
HOURS BY PAY CODE														212.00						212.00
** TOTALS Department: 42563400																				
TOT HRS:														212.00						212.00
HOURS BY PAY CODE														212.00						212.00
** FINAL TOTALS																				
TOT HRS:														212.00						212.00
HOURS BY PAY CODE														212.00						212.00
** TOTALS Department: 42563400																				
TOT HRS:														212.00						212.00
HOURS BY PAY CODE														212.00						212.00
** FINAL TOTALS																				
TOT HRS:														212.00						212.00
HOURS BY PAY CODE														212.00						212.00

STASU
10/19/16 8:18

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
10/01/11 THRU 10/31/11

Department: 42561700 PHV MED/SURG

EMPLOYEE:	1001914	GOLDMAN, PAMELA	---ROUNDED---		ALT CLS M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY CODE	HOURS	FRC OT	CNF	Department	TOTAL HOURS
			IN	OUT			IN	OUT	IN	OUT						
TUE	10/04/11	7:00	U	19:30	7P	A	6:54	19:24	7P	12HR PER DIEM RN (730A-1900)		12.00			42561700	12.00
MON	10/10/11	7:00	U	19:30	7P	A	6:53	19:32				12.00			42561700	24.00
TUE	10/18/11	7:00	U	19:30	7P	A	7:00	19:30				12.00			42561700	36.00
WED	10/26/11	7:00	U	19:30	7P	A	7:00	19:26				12.00			42561700	48.00
LATE CALL																
TOT HRS:	48.00	WORKED										48.00	NON-WORKED			48.00
HOURS BY PAY CODE	48.00	REGULAR HOURS										48.00	NON-WORKED			48.00
** TOTALS Department:	42561700											48.00	NON-WORKED			48.00
TOT HRS:	48.00	WORKED										48.00	NON-WORKED			48.00
HOURS BY PAY CODE	48.00	REGULAR HOURS										48.00	NON-WORKED			48.00
** FINAL TOTALS												48.00	NON-WORKED			48.00
TOT HRS:	48.00	WORKED										48.00	NON-WORKED			48.00
HOURS BY PAY CODE	48.00	REGULAR HOURS										48.00	NON-WORKED			48.00

STATUS
10/19/16 8:14

PACIFICA HOSPITAL OF THE VALLEY
KRONOS TIMEKEEPER/AS
PUNCH DETAIL HISTORY
5/01/10 THRU 5/31/10

Department: 42570100 PHV EMERGENCY ROOM

EMPLOYEE:	DATE	---ROUNDED---		ALT CLS	M/B	AUT	---ACTUAL---		--SCHEDULED--		PAY CODE	HOURS	FRC OT	CNF	Department	TOTAL HOURS	
		IN	OUT				IN	OUT	IN	OUT							
1001723																	
TUE	5/04/10	19:00	7:30	06	A		19:00	7:25	6P	12HR	PER DIEM RN (1900-730A)	12.00			42570100	12.00	
WED	5/05/10	19:00	7:30	06	A		19:02	7:25				12.00			42570100	24.00	
FRI	5/14/10	19:00	7:30	06	A		18:54	7:26				12.00			42570100	36.00	
WED	5/19/10	19:00	7:30	06	A		18:55	7:24				12.00			42570100	48.00	
THU	5/20/10	19:00	7:30	06	A		19:04	7:25				12.00			42570100	60.00	
SUN	5/23/10	19:00	7:30	06	A		19:02	7:28				12.00			42570100	72.00	
TOT HRS:												72.00				72.00	\$.00
HOURS BY PAY CODE												72.00					

** TOTALS Department: 42570100																	
TOT HRS:												72.00				72.00	\$.00
HOURS BY PAY CODE												72.00					

** FINAL TOTALS																	
TOT HRS:												72.00				72.00	\$.00
HOURS BY PAY CODE												72.00					

EXHIBIT 38

**Pacifica Hospital Of The Valley
Punch Variance Form**

Instructions:

1. Director/ supervisor enters the date and punch/s in question.
2. Employee explains the reason for the punch variance
3. Employee enters time to be adjusted if any
4. Employee enters the total hours of pay for the shift
5. Employee signs and dates the entry
6. Form is returned to supervisor
7. Supervisor makes any authorized changes on the Kronos
8. Supervisor signs and dates the form.
9. Completed form is sent to Payroll with the Kronos.

Employee Name: _____ **PPEnd:** _____

Date:	Department:
Early late missed punch	
Missed lunch	
Explanation:	
Adjusted time/s:	Total paid hours:
Employee Signature:	
Date:	Department:
Early late missed punch	
Missed lunch	
Explanation:	
Adjusted time/s:	Total paid hours:
Employee Signature:	
Date:	Department:
Early late missed punch	
Missed lunch	
Explanation:	
Adjusted time/s:	Total paid hours:
Employee Signature:	

Supervisors Signature: _____ Date: _____

EXHIBIT 39

1 CHRISTOPHER WARD, CA Bar No. 238777
cward@foley.com
2 ARCHANA R. ACHARYA, CA Bar No. 272989
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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 RESPONSE TO**
v.) **PLAINTIFF'S SPECIAL**
14) **INTERROGATORIES, SET THREE**
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.:** THREE (3)
23

24 Pursuant to California Code of Civil Procedure section 2030.210 *et seq.*, Defendant PACIFICA
25 OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY (“Defendant”)
26 hereby provides the following responses to Plaintiff KYLE FRENCHER’s Special Interrogatories, Set
27 Three.
28

1 **PRELIMINARY STATEMENT**

2 Defendant has not completed discovery, investigation, and preparation for trial in this matter as
3 of the date of this response to Plaintiff’s special interrogatories. The responses and objections contained
4 herein are based only upon such information and documents as are currently available and specifically
5 known to Defendant, or upon information of which Defendant is aware upon on information and belief,
6 and is provided without prejudice to Defendant’s right to introduce other and further facts, documents,
7 or things which they might discover or upon which Defendant may subsequently come to rely at the
8 time of trial.

9 It is anticipated that further investigation, discovery, legal research, and analysis may supply
10 additional facts, documents, or other things, add meaning to known facts, and establish entirely new
11 factual conclusions and legal contentions, all of which may lead to subsequent additions or changes in
12 and variations from the responses set forth herein. Defendant reserves the right to amend or alter these
13 responses in the future pursuant to future discovery and investigation, but is under no obligation to do
14 so. In the event future discovery and investigation reveal facts which are presently unknown to
15 Defendant, Defendant reserves the right to make contentions and to rely upon such facts at trial, and is
16 under no obligation to provide such further facts to Plaintiff unless specifically requested by Plaintiff at
17 a future date to do so.

18 Defendant’s responses herein are for the purpose of discovery only, and the responses are not an
19 admission or acceptance that any response or fact set forth herein is relevant and/or admissible as
20 evidence at the time of trial or at any other hearing in this case. Except for the explicit facts set forth
21 herein, no admission of any nature whatsoever is implied or should be inferred. The qualifying language
22 contained in this “Preliminary Statement” is hereby incorporated by reference into each of Defendant’s
23 responses herein.

24 The following responses are made solely for the purpose of this action. Each response is subject
25 to all objections as to competence, relevance, privilege, materiality, propriety, admissibility, and any and
26 all other objections and grounds that would require the exclusion of any statement or document
27 contained herein if such information was testified to by a witness present in court.
28

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. 94:**

26 Please identify the number of "Pacifica Hospital of the Valley Punch Variance Forms," a true
27 and correct copy of which is hereto attached as Exhibit A, YOUR hourly non-exempt EMPLOYEES
28 submitted to YOU for missed lunch in 2010. ("DEFENDANT", "YOU", and "YOUR" as used herein

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

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 94:**

10 Defendant objects to this interrogatory on the basis that it is vague and ambiguous. Defendant
11 further objects to this request on the basis that it lacks foundation. Defendant also objects to this
12 interrogatory on the basis that it calls for information and documents that have already been produced to
13 counsel.

14 Without waiving the foregoing objections and subject to those objections, Defendant responds as
15 follows: Defendant implemented the Punch Variance Forms in 2014, such that no employee executed
16 the form for a missed lunch in 2010. However, if an employee was unable to complete an off-duty meal
17 period, he or she documented the missed meal period on the time sheet and received premium
18 compensation accordingly. Based on a review of Defendant’s payroll records, employees recorded and
19 received compensation for missed meal breaks on approximately 78 occasions.

20 **SPECIAL INTERROGATORY NO. 95:**

21 Please identify the number of “Pacifica Hospital of the Valley Punch Variance Forms,” a true
22 and correct copy of which is hereto attached as Exhibit A, YOUR hourly non-exempt EMPLOYEES
23 submitted to YOU for missed lunch in 2011.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 95:**

25 Defendant objects to this interrogatory on the basis that it is vague and ambiguous. Defendant
26 further objects to this request on the basis that it lacks foundation. Defendant also objects to this
27 interrogatory on the basis that it calls for information and documents that have already been produced to
28 counsel.

1 Without waiving the foregoing objections and subject to those objections, Defendant responds as
2 follows: Defendant implemented the Punch Variance Forms in 2014, such that no employee executed
3 the form for a missed lunch in 2011. However, if an employee was unable to complete an off-duty meal
4 period, he or she documented the missed meal period on the time sheet and received premium
5 compensation accordingly. Based on a review of Defendant's payroll records, employees recorded and
6 received compensation for missed meal breaks on approximately 71 occasions.

7 **SPECIAL INTERROGATORY NO. 96:**

8 Please identify the number of "Pacifica Hospital of the Valley Punch Variance Forms," a true
9 and correct copy of which is hereto attached as Exhibit A, YOUR hourly non-exempt EMPLOYEES
10 submitted to YOU for missed lunch in 2012.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 96:**

12 Defendant objects to this interrogatory on the basis that it is vague and ambiguous. Defendant
13 further objects to this request on the basis that it lacks foundation. Defendant also objects to this
14 interrogatory on the basis that it calls for information and documents that have already been produced to
15 counsel.

16 Without waiving the foregoing objections and subject to those objections, Defendant responds as
17 follows: Defendant implemented the Punch Variance Forms in 2014, such that no employee executed
18 the form for a missed lunch in 2011. However, if an employee was unable to complete an off-duty meal
19 period, he or she documented the missed meal period on the time sheet and received premium
20 compensation accordingly. Based on a review of Defendant's payroll records, employees recorded and
21 received compensation for missed meal breaks on approximately 69 occasions.

22 **SPECIAL INTERROGATORY NO. 97:**

23 Please identify the number of "Pacifica Hospital of the Valley Punch Variance Forms," a true
24 and correct copy of which is hereto attached as Exhibit A, YOUR hourly non-exempt EMPLOYEES
25 submitted to YOU for missed lunch in 2013.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 97:**

27 Defendant objects to this interrogatory on the basis that it is vague and ambiguous. Defendant
28 further objects to this request on the basis that it lacks foundation. Defendant also objects to this

1 interrogatory on the basis that it calls for information and documents that have already been produced to
2 counsel.

3 Without waiving the foregoing objections and subject to those objections, Defendant responds as
4 follows: Defendant implemented the Punch Variance Forms in 2014, such that no employee executed
5 the form for a missed lunch in 2011. However, if an employee was unable to complete an off-duty meal
6 period, he or she documented the missed meal period on the time sheet and received premium
7 compensation accordingly. Based on a review of Defendant's payroll records, employees recorded and
8 received compensation for missed meal breaks on approximately 58 occasions.

9 **SPECIAL INTERROGATORY NO. 98:**

10 Please identify the number of "Pacifica Hospital of the Valley Punch Variance Forms," a true
11 and correct copy of which is hereto attached as Exhibit A, YOUR hourly non-exempt EMPLOYEES
12 submitted to YOU for missed lunch in 2014.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 98:**

14 Defendant objects to this interrogatory on the basis that it is vague and ambiguous. Defendant
15 further objects to this request on the basis that it lacks foundation. Defendant also objects to this
16 interrogatory on the basis that it calls for information and documents that have already been produced to
17 counsel.

18 Without waiving the foregoing objections and subject to those objections, Defendant responds as
19 follows: 24. However, some employees continued to document their missed meal period on the time
20 sheets only and received premium compensation accordingly.

21 **SPECIAL INTERROGATORY NO. 99:**

22 Please identify the number of "Pacifica Hospital of the Valley Punch Variance Forms," a true
23 and correct copy of which is hereto attached as Exhibit A, YOUR hourly non-exempt EMPLOYEES
24 submitted to YOU for missed lunch in 2015.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 99:**

26 Defendant objects to this interrogatory on the basis that it is vague and ambiguous. Defendant
27 further objects to this request on the basis that it lacks foundation. Defendant also objects to this
28 interrogatory on the basis that it calls for information and documents that have already been produced to

1 counsel.

2 Without waiving the foregoing objections and subject to those objections, Defendant responds as
3 follows: 96. However, some employees continued to document their missed meal period on the time
4 sheets only and received premium compensation accordingly.

5 **SPECIAL INTERROGATORY NO. 100:**

6 Please identify the number of “Pacifica Hospital of the Valley Punch Variance Forms,” a true
7 and correct copy of which is hereto attached as Exhibit A, YOUR hourly non-exempt EMPLOYEES
8 submitted to YOU for missed lunch in 2016.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 100:**


10 Defendant objects to this interrogatory on the basis that it is vague and ambiguous. Defendant
11 further objects to this request on the basis that it lacks foundation. Defendant also objects to this
12 interrogatory on the basis that it calls for information and documents that have already been produced to
13 counsel.

14 Without waiving the foregoing objections and subject to those objections, Defendant responds as
15 follows: To date, 63. However, some employees continued to document their missed meal period on the
16 time sheets only and received premium compensation accordingly.

17
18
19 DATE: AUGUST 19, 2016

FOLEY & LARDNER LLP
CHRISTOPHER WARD
ARCHANA R. ACHARYA

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21
22
23 By: _____


ARCHANA R. ACHARYA
Attorneys for Defendant PACIFICA OF THE
VALLEY CORPORATION dba PACIFICA
HOSPITAL OF THE VALLEY

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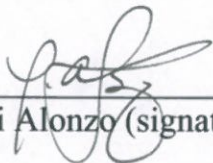
VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, PATTI ALONZO, depose and say that I reside in Los Angeles County, California; that I am the Human Resources Manager for Pacifica of the Valley Corporation doing business as Pacifica Hospital of the Valley, which is a party to this action; that I made this authorization on my own behalf to verify the foregoing PACIFICA OF THE VALLEY CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S RESPONSE TO PLAINTIFF'S SPECIAL INTERROGATORIES, SET THREE; 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 August 19 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,
4 CA 90071-2411.

5 On August 25, 2016, I served the foregoing document(s) described as: **PACIFICA OF THE VALLEY
6 CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S RESPONSE TO
7 PLAINTIFF'S SPECIAL INTERROGATORIES, SET THREE** on the interested parties in this
8 action as follows:

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

16 *Attorneys for Plaintiff Kyle Frencher*

17
18 BY MAIL


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

25 X BY ELECTRONIC SERVICE

26 X Pursuant to CRC Rule 2.251, CCP § 1010.6, and the Court Order Authorizing
27 Electronic Service, I caused a copy of the document(s) to be served by electronic
28 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

29 X Executed on August 25, 2016, at Los Angeles, California.

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

32 
33 _____
34 Diana V. Galvez

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 15, 2016, I served the foregoing document(s) described as: **DECLARATION OF**
5 **ARCHANA ACHARYA IN SUPPORT OF DEFENDANT PACIFICA OF THE VALLEY**
6 **CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S OPPOSITION TO**
7 **PLAINTIFF KYLE FRENCHER'S MOTION FOR CLASS CERTIFICATION** on the interested
parties in this action as follows:

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

15 *Attorneys for Plaintiff Kyle Frencher*

16 BY MAIL

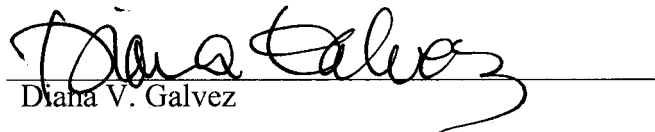
17 I am readily familiar with the firm's practice of collection and processing
18 correspondence for mailing with the United States Postal Service; the firm
19 deposits the collected correspondence with the United States Postal Service that
20 same day, in the ordinary course of business, with postage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

23 X BY ELECTRONIC SERVICE

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

28 X Executed on November 15, 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