

DEC 15 2016

Sherri R. Carter, Executive Officer/Clerk
By Veronica Hillard, Deputy

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9 Attorneys for PLAINTIFF
10 KYLE FRENCHER, on behalf of herself
11 and others similarly situated.

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

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

16 PLAINTIFF,

17 vs.

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

22 DEFENDANTS.

Case No.: BC559056

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

CLASS ACTION

**PLAINTIFF KYLE FRENCHER'S
EVIDENTIARY OBJECTIONS TO
DEFENDANT'S EVIDENCE SUBMITTED
IN SUPPORT OF ITS OPPOSITION TO
THE MOTION FOR CLASS
CERTIFICATION**

Date: January 13, 2017
Time: 9:00 a.m.
Dept.: 323

23 **TO THE HONORABLE COURT, TO ALL PARTIES AND THEIR ATTORNEY(S)**
24 **OF RECORD:**

25 **PLEASE TAKE NOTICE** that Plaintiff hereby submits his Evidentiary Objections to the
26 Evidence attached to Declaration of Archana Acharya Submitted in support of its Opposition to
27 Plaintiff's Motion for Class Certification. Herein after all references are to California Evidence
28 Code unless otherwise stated.

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No.	Material Objected To	Grounds for Objection	Ruling
1. 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Declaration of Amina Mohammed” marked as Exhibit 4, ¶ 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352); Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
25 26 27	2. Declaration of Amina Mohammed” marked as Exhibit 4, ¶ 5 “ I know that Pacifica has a written policy regarding	Vague, ambiguous and overbroad as to time (Evidence Code §352) and	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>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,</p>	<p>misleading as to time (Evidence Code §352) since it does not state which years during the class period, and does not state that duration of each alleged meal or rest break</p>	

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	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.”		

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<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>3. Declaration of Amina Mohammed” marked as Exhibit 4, ¶ 9 “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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403)</p> <p>Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period, and does not state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___</p> <p>Overruled___</p>
PLAINTIFF'S EVIDENTIARY OBJECTIONS			

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<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>4. Declaration of Tra My Nguye marked as Exhibit 5, ¶ 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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___</p> <p>Overruled___</p>
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PLAINTIFF'S EVIDENTIARY OBJECTIONS			

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PLAINTIFF'S EVIDENTIARY OBJECTIONS			

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9.	<p>Declaration of Minin McDonald marked as Exhibit 9, ¶ 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."</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___ Overruled___</p>

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	10. Declaration of Minin McDonal marked as Exhibit 9, ¶ 8 “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 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
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PLAINTIFF'S EVIDENTIARY OBJECTIONS			

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	12. Declaration of Marleny Martinez marked as Exhibit 11, ¶ 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 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 breaks at Pacifica.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	13. Declaration of Maleny Martinez marked as Exhibit 11, ¶ 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
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<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>14. Declaration of Dania Cruz marked as Exhibit 12, ¶ 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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___</p> <p>Overruled___</p>

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15.	<p>Declaration of Denise Smythe marked as Exhibit 13, ¶ 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</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___ Overruled___</p>

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1 2 3 4 5	breaks or rest breaks and have never heard of any employee even complaining about missed meal or rest breaks.”		
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	16. Declaration of Melissa Mitchel marked as Exhibit 14, ¶ 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___

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No.	Material Objected To	Grounds for Objection	Ruling
	<p>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 any 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.”</p>		

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	17. Declaration of Tante Melchor marked as Exhibit 15, ¶ 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 meeting and or know the details of the policies, but I do know that he 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
PLAINTIFF'S EVIDENTIARY OBJECTIONS			

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18.	<p>Declaration of Alex Boyko marked as Exhibit 16, ¶ 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 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 he 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</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___ Overruled___</p>

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No.	Material Objected To	Grounds for Objection	Ruling
	address it with Pacifica to resolve immediately.”		

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	19. Declaration of Alex Boyko marked as Exhibit 16, ¶ 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
PLAINTIFF'S EVIDENTIARY OBJECTIONS			

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	No.	Material Objected To	Grounds for Objection	Ruling
	20.	Declaration of Alex Boyko marked as Exhibit 16, ¶ 10 “ Over the course of my 30 years at his 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
PLAINTIFF'S EVIDENTIARY OBJECTIONS				

No.	Material Objected To	Grounds for Objection	Ruling
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>21. Declaration of Deborah Lomax marked as Exhibit 17, ¶ 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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___</p> <p>Overruled___</p>
PLAINTIFF'S EVIDENTIARY OBJECTIONS			

No.	Material Objected To	Grounds for Objection	Ruling
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>22. Declaration of Deborah Lomax marked as Exhibit 17, ¶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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403)</p>	<p>Sustained ___</p> <p>Overruled___</p>
PLAINTIFF'S EVIDENTIARY OBJECTIONS			

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	23. Declaration of Orlando Gonzales marked as Exhibit 18, ¶ 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 he 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___

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No.	Material Objected To	Grounds for Objection	Ruling
	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.”		

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	24. Declaration of Orlando Gonzales marked as Exhibit 18, ¶ 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403); Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
PLAINTIFF'S EVIDENTIARY OBJECTIONS			

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	25. Declaration of Al Concepcion marked as Exhibit 19, ¶ 3 “I am a member of the 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___

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No.	Material Objected To	Grounds for Objection	Ruling
	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.”		

No.	Material Objected To	Grounds for Objection	Ruling
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>26. Declaration of Al Concepcion marked as Exhibit 19, ¶ 5 “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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___</p> <p>Overruled___</p>
<p>PLAINTIFF'S EVIDENTIARY OBJECTIONS</p>			

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	27. Declaration of Jesus Gomez marked as Exhibit 20, ¶ 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___

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No.	Material Objected To	Grounds for Objection	Ruling
	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.”		

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No.	Material Objected To	Grounds for Objection	Ruling
28.	Declaration of Jesus Gomez marked as Exhibit 20, ¶ 4 “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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352)	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>29. Declaration of Jesus Gomez marked as Exhibit 20, ¶ 7 “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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___</p> <p>Overruled___</p>
PLAINTIFF'S EVIDENTIARY OBJECTIONS			

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	30. Declaration of Jose Aguilar marked as Exhibit 21, ¶ 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___

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No.	Material Objected To	Grounds for Objection	Ruling
	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.”		

No.	Material Objected To	Grounds for Objection	Ruling
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>31. Declaration of Jose Aguilar marked as Exhibit 21, ¶ 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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___</p> <p>Overruled___</p>
<p>PLAINTIFF'S EVIDENTIARY OBJECTIONS</p>			

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	32. Declaration of Karen Doss marked as Exhibit 22, ¶ 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 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
	heard of any union grievances regarding meal or rest periods.”		
33.	Declaration of Karen Doss marked as Exhibit 22, ¶ 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
34.	Declaration of Ronald Campbell marked as Exhibit 23, ¶ 3 “I am not a member of any union affiliated with 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	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."	misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	
20 21 22 23 24 25 26 27 28	35. Declaration of Lisa Bernal marked as Exhibit 24, ¶ 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
	<p>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.”</p>	<p>misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	
36.	<p>Declaration of Jose Gomez marked as Exhibit 25, ¶ 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.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)</p>	<p>Sustained ___ Overruled___</p>
37.	<p>Declaration of Jorge Moran marked as Exhibit 26, ¶ 3 “I am a member of the United Healthcare Workers West Union.</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code</p>	<p>Sustained ___ Overruled___</p>

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	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 he 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 received 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.”	§§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	
24 25 26 27 28	38. Declaration of Jorge Moran marked as Exhibit 26, ¶ 7 “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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3	complain to my wife or she would at least come to know about it.”	(Evidence Code § 403)	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	39. Declaration of Vilma Moran marked as Exhibit 27, ¶ 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 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
23 24 25 26 27 28	40. Declaration of Cathy Huss Havardi marked as Exhibit 28, ¶ 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403)	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
	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.”	Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	
41.	Declaration of Danny Granadeno marked as Exhibit 29, ¶ 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 received my breaks because I have never missed any of my breaks.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
42.	Declaration of Wilhemina Garay marked as Exhibit 30, ¶ 3 “I am a member of the	Irrelevant (Evidence Code §§ 210, 350) Lacks	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	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.”	foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	
19 20 21 22 23 24 25 26 27 28	43. Declaration of Maria Huanca marked as Exhibit 31, ¶ 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6	complained to anyone about not receiving my breaks because I never missed any of my breaks.”	(Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	44. Declaration of Maria Arteaga marked as Exhibit 32, ¶ 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.”	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___
22 23 24 25 26 27 28	45. Declaration of Leticia Gonzalez Sandoval marked as Exhibit 33, ¶ 3 “I am a member of the United Healthcare Workers west Union. As a Union member, I know that my employment with Pacifica ids governed by a collective bargaining agreement (“CBA”), which	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10	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.”	overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	
11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	46. Declaration of Mary Lou Hernandez marked as Exhibit 34, ¶ 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	Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403) Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352) since it does not state which years during the class period; Hearsay (Evidence Code § 1200)	Sustained ___ Overruled___

No.	Material Objected To	Grounds for Objection	Ruling
	always received all of my breaks.”		
47.	<p>Declaration of Patti Guevara, ¶ 1, 1:6-12</p> <p>“In this position, I am responsible for human resources and personnel-related matters for all employees working at the Hospital. For many years, and at all times relevant to this case, the vast majority of Pacifica’s non-exempt employees have been represented by one of two unions: the Service Employees International Union United Healthcare Workers West (“UHW”) or the SEIU Local 121RN (“121RN”) (collectively referred to herein as the “Union” or “Union”). I frequently represent the Hospital at meetings involving these two unions and as such, I completely familiar with all aspects of Pacifica’s personnel policies and operations.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403)</p> <p>Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352)</p>	<p>Sustained ____</p> <p>Overruled ____</p>
48.	<p>Declaration of Patti Guevara, ¶ 2, 1:14-27</p> <p>“Approximately every three years, Pacifica and Union representatives bargain over collective bargaining agreements (“CBAs”), which-in addition to Pacifica’s written policies-govern terms and conditions of employment in the Hospital. Over the history of this</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403)</p> <p>Vague, ambiguous and overbroad as to time</p>	<p>Sustained ____</p> <p>Overruled ____</p>


No.	Material Objected To	Grounds for Objection	Ruling
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>Union-Hospital relationship, both sides have worked out a manner of operating in which Pacifica’s written policies and the CBAs are almost deliberately vague and lack much specific detail. Pacifica and Union representatives, including the several Union stewards who work as supervisors and charge nurses, meet on a monthly basis to discuss any concerns or issues affecting the Union members. Because of this longstanding union representation at Pacifica and a pattern of practice at the hospital, pursuant to preemptive federal law, Pacifica legally cannot change any practice without involving the unions and going through collective bargaining. Additionally, because of the heavily involved Unions, any employee issue is immediately reported to the Union stewards and is immediately addressed by Pacifica in the hopes of avoiding a formal Union grievance. Over the course of my experience working at Pacifica, the Unions have also never once filed a grievance over Pacifica’s meal and rest periods or time rounding practices.”</p>	<p>(Evidence Code §352), and misleading as to time (Evidence Code §352)</p>	

No.	Material Objected To	Grounds for Objection	Ruling
49.	<p>Declaration of Patti Guevara, ¶ 3, 2:10-12</p> <p>“There is therefore no uniform or consistent approach to meal and rest periods, let alone second meal periods or third rest periods.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403)</p> <p>Vague, ambiguous and overbroad as to time (Evidence Code §352), and misleading as to time (Evidence Code §352)</p>	<p>Sustained ___</p> <p>Overruled___</p>
50.	<p>Declaration of Patti Guevara, ¶ 5, 2:22-25, 3:1 “As a result of the Union-approved auto-deduct practice, there is no record at Pacifica of how many breaks any employee was on break. Although there may be individuals who for whatever reason were denied a meal or rest period during a shift and failed to report it, such that he or she did not receive premium pay, it is also highly probable and much more likely that there are individuals who took advantage of Pacifica’s auto-deduct practice and took multiple and extended meal and rest periods each shift.”</p>	<p>Irrelevant (Evidence Code §§ 210, 350) Lacks foundation (Evidence Code §§ 400 et. seq.) Lacks Personal Knowledge (Evidence Code § 403)</p> <p>Vague, ambiguous and overbroad as to time (Evidence Code §352), Speculative and misleading as to time (Evidence Code §352)</p>	<p>Sustained ___</p> <p>Overruled___</p>

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Dated: December 14, 2016

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:  _____

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Attorneys for PLAINTIFF
KYLE FRENCHER
and Other Class Members

2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Beverly Hills,
6 California 90211.

7 On December 14, 2016, I served the documents described as "**PLAINTIFF KYLE
8 FRENCHER'S EVIDENTIARY OBJECTIONS TO DEFENDANT'S EVIDENCE
9 SUBMITTED IN SUPPORT OF ITS OPPOSITION TO THE MOTION FOR CLASS
10 CERTIFICATION**" on all interested parties in this action as indicated below:

11 Counsel for Defendant:

12 Christopher Ward, Esq.
13 Archana R. Acharya, Esq.
14 FOLEY & LARDNER LLP
15 555 South Flower Street, Suite 3500
16 Los Angeles, California 90071

17 **(BY MAIL)** As follows:

18 I placed such envelope, with postage thereon prepaid, in the United States mail at Los
19 Angeles, California.

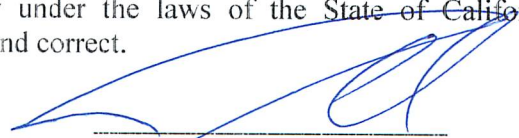
20 I am "readily familiar" with the firm's practice of collecting and processing correspondence
21 for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that
22 same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary
23 course of business. I am aware that, on motion of the party served, service is presumed
24 invalid if the postal cancellation or postage meter date is more than one day after the date of
25 deposit for mailing in this affidavit.

26 **(BY ELECTRONIC SERVICE)** Pursuant to California Rules of Court Rule 2.251, Code
27 of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I
28 sent such document via use of CASEANYWHERE.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the
attorney at the offices listed above.

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

Dated: December 14, 2016



Jordan D. Bello