CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles 1 Joseph Lavi, Esq. (SBN 209776) Vincent C. Granberry, Esq. (SBN 255729) DEC 15 2016 LAVI & EBRAHIMIAN, LLP 2 8889 W. Olympic Blvd., Suite 200 Sherri R. Carter, Executive Officer/Clerk Beverly Hills, California 90211 3 Telephone: (310) 432-0000 By Veronica Hillard, Deputy Facsimile: (310) 432-0001 4 Email: vgranberry@lelawfirm.com Attorneys for PLAINTIFF KYLE FRENCHER, on behalf of herself and others similarly situated. SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 FOR THE COUNTY OF LOS ANGLES - CENTRAL CIVIL WEST 9 10 KYLE FRENCHER, on behalf of herself and Case No.: BC559056 others similarly situated. 11 Assigned for all Purposes to the Hon. Elihu M. PLAINTIFF, 12 Berle, Dept. 323 VS. 13 **CLASS ACTION** PACIFICA OF THE VALLEY 14 CORPORATION dba PACIFICA HOSPITAL **PLAINTIFF** KYLE FRENCHER'S OF THE VALLEY; and DOES 1 to 100, **EVIDENTIARY** 15 **OBJECTIONS** Inclusive. **DEFENDANT'S EVIDENCE SUBMITTED** 16 IN SUPPORT OF ITS OPPOSITION TO DEFENDANTS. THE **MOTION** FOR CLASS **CERTIFICATION** 17 18 Date: January 13, 2017 19 Time: 9:00 a.m. Dept.: 323 20 21 TO THE HONORABLE COURT, TO ALL PARTIES AND THEIR ATTORNEY(S) 22 OF RECORD: 23 PLEASE TAKE NOTICE that Plaintiff hereby submits his Evidentiary Objections to the 24 Evidence attached to Declaration of Archana Acharya Submitted in support of its Opposition to 25 Plaintiff's Motion for Class Certification. Herein after all references are to California Evidence 26 Code unless otherwise stated. 27 /// 28

1	No.	Material Objected To	Grounds for Objection	Ruling
2	1.	Declaration of Amina Mohammed"	Irrelevant (Evidence Code	Sustained
3		marked as Exhibit 4, ¶ 3 "I am a member	§§ 210, 350) Lacks	Overruled
4		of the Service Employees International	foundation (Evidence Code	
5		Union 121-RN. As a Union member, my	§§ 400 et. seq.) Lacks	
6		employment with Pacifica is governed by	Personal Knowledge	
7		a collective bargaining agreement	(Evidence Code § 403)	
8		("CBA"), which explains in detail the	Vague, ambiguous and	
9		policies about our meal and rest breaks. I	overbroad as to time	
10		am aware that the Union and Pacifica	(Evidence Code §352), and	
11		came to an agreement about our meal and	misleading as to time	
12		rest periods, and that the Union is very	(Evidence Code §352);	
13		involved with protecting our rights under	Hearsay (Evidence Code §	
14		the CBA, including the right to take meal	1200)	
15		and rest periods. I have never felt like I		
16		did not receive a meal period or a rest		
17		period, but if I did, I know that I could		
18		notify my Union representative to handle		
19		the issue and protect me."		
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25	2.	Declaration of Amina Mohammed"	Vague, ambiguous and	Sustained
26		marked as Exhibit 4, ¶ 5 " I know that	overbroad as to time	Overruled
27		Pacifica has a written policy regarding	(Evidence Code §352) and	
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1	No.	Material Objected To	Grounds for Objection	Ruling
2		meal periods and Pacifica's auto-deduct	misleading as to time	
3		practice automatically deducts 30 minutes	(Evidence Code §352)	
4		over the course of the 12.5 hour shifts for	since it does not state	
5		a 30-minute unpaid meal period.	which years during the	
6		Pacifica's written policy regarding rest	class period, and does not	
7		periods also permits us to take 15-minute	state that duration of each	
8		paid breaks even though the law requires	alleged meal or rest break	
9		only 10 minutes. However, regardless of		
10		these policies, in practice, we are		
11		permitted to take several rest breaks and		
12		meal breaks throughout the day for		
13		varying amounts of time. It completely		
14		depends on what each nurse's preference		
15		is for any given day. For example, I		
16		usually arrive at work around 7:00 a.m.		
17		and take my first 15 minute break around		
18		9:00 a.m. I then take a one-hour lunch		
19		break from around 12:00 p.m. to 1:00		
20		p.m. and sometimes take another break		
21		later in the day. I know that I can take		
22		many more breaks over the course of the		
23		rest of my shift, and that these breaks can		
24		be 15 minutes, 30 minutes, 45 minutes, or		
25		even one hour in length, but I generally		
26		choose not to take any more breaks. I just		
27		want to finish my work and go home. I		
28		know that there are other nurses who,		

1	No.	Material Objected To	Grounds for Objection	Ruling
2		after their one-hour lunch break, take	,	0
3		another break in the afternoon that ranges		
4		from 45 minutes to an hour each day.		
5		Regardless of these breaks, we are only		
6		deducted 30 minutes from our entire 12.5		
7		hour shift. So, because of the automatic		
8		deduction, we are paid for 12 hours of		
9		work each shift, regardless of whether we		
10		take longer lunch breaks. In my		
11		experience working at Pacifica, I think I		
12		would have been paid less each day if I		
13		actually clocked out and clocked in every		
14		time I took a meal period."		
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	1 No.	Material Objected To	Grounds for Objection	Ruling
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." 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, and does not state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200) Hearsay (Evidence Code § 1200)	2 3.	Declaration of Amina Mohammed"	Irrelevant (Evidence Code	Sustained
the Unit know to follow the same process. It is just so uncommon for any of us to be unable to take a break." 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, and does not state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200)	3	marked as Exhibit 4, ¶ 9 "As the Charge	§§ 210, 350) Lacks	Overruled
process. It is just so uncommon for any of us to be unable to take a break." 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, and does not state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200) Hearsay (Evidence Code § 1200)	4	Nurse, I make sure that the other RNs in	foundation (Evidence Code	
us to be unable to take a break." (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, and does not state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200) Hearsay (Evidence Code § 1200)	5	the Unit know to follow the same	§§ 400 et. seq.) Lacks	
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) 10	6	process. It is just so uncommon for any of	Personal Knowledge	
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 § Hearsay (Evidence Code § 1200)	7	us to be unable to take a break."	(Evidence Code § 403)	
(Evidence Code §352), and misleading as to time (Evidence Code §352) (Evidence Code §35	8		Vague, ambiguous 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 § 19 1200) 120 21 22 23 24 25 26	9		overbroad 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 § 19 20 21 22 23 24 25 26	10		(Evidence Code §352), and	
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 § 19 1200)	11		misleading as to time	
which years during the class period, and does not state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200) 120 21 22 23 24 25 26	12		(Evidence Code §352)	
class period, and does not state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200) 120 21 22 23 24 25 26	13		since it does not state	
state that duration of each alleged meal and rest break; Hearsay (Evidence Code § 1200) 17	14		which years during the	
17 alleged meal and rest break; 18 Hearsay (Evidence Code § 19 1200) 20 21 22 23 24 25 26	15		class period, and does not	
Hearsay (Evidence Code § 1200) 20 21 22 23 24 25 26	16		state that duration of each	
19	17		alleged meal and rest break;	
20 21 22 23 24 25 26	18		Hearsay (Evidence Code §	
21 22 23 24 25 26	19		1200)	
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PLAINTIFF'S EVIDENTIARY OBJECTIONS 5		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	4.	Declaration of Tra My Nguye marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 5, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		Service Employees International Union	foundation (Evidence Code	
5		121-RN. As a Union member, I	§§ 400 et. seq.) Lacks	
6		understand that my employment with	Personal Knowledge	
7		Pacifica is governed by a collective	(Evidence Code § 403)	
8		bargaining agreement ("CBA") which	Vague, ambiguous and	
9		explains the policies about our meal and	overbroad as to time	
10		rest breaks. I know that the Union is	(Evidence Code §352), and	
11		really involved in making sure that we all	misleading as to time	
12		get our breaks and that the other policies	(Evidence Code §352)	
13		in the CBA are regularly followed. I have	since it does not state	
14		never complained to the Union about not	which years during the	
15		receiving my breaks because I never	class period; Hearsay	
16		missed any of my breaks."	(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENTI	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	5.	Declaration of Selma Agsaulio marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 6, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		SEIU-United Healthcare Workers West	foundation (Evidence Code	
5		Union. As a Union member, I know that	§§ 400 et. seq.) Lacks	
6		the Union and Pacifica came to an	Personal Knowledge	
7		agreement about several policies,	(Evidence Code § 403)	
8		including the meal and rest period	Vague, ambiguous and	
9		policies, and that such policies are	overbroad as to time	
10		contained in the collective bargaining	(Evidence Code §352), and	
11		agreement ("CBA"). I know that the	misleading as to time	
12		Union can be involved in making sure	(Evidence Code §352)	
13		that we all get our breaks and that the	since it does not state	
14		other policies in the CBA are regularly	which years during the	
15		followed, but I don't think the Union	class period; Hearsay	
16		even needs to get involved because	(Evidence Code § 1200)	
17		everyone I know at Pacifica has always		
18		received their breaks. Throughout the		
19		almost thirty years that I have been at		
20		Pacifica, I have never complained to the		
21		Union or anyone else about not received		
22		my breaks because I never missed any of		
23		my breaks."		
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	6.	Declaration of Martha Henriquez marked	Irrelevant (Evidence Code	Sustained
3		as Exhibit 7, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		United Healthcare Workers West Union.	foundation (Evidence Code	
5		As a Union member, I understand that my	§§ 400 et. seq.) Lacks	
6		employment with Pacifica is governed by	Personal Knowledge	
7		a collective bargaining agreement	(Evidence Code § 403)	
8		("CBA"), which explains several policies,	Vague, ambiguous and	
9		including those about our meal and rest	overbroad as to time	
10		breaks. I know that he Union is very	(Evidence Code §352), and	
11		involved in making sure that we all get	misleading as to time	
12		our breaks and that the other policies in	(Evidence Code §352)	
13		the CBA are followed all the time.	since it does not state	
14		Throughout the entire time that I have	which years during the	
15		worked at Pacifica, I have never	class period; Hearsay	
16		complained to the Union or anyone about	(Evidence Code § 1200)	
17		not receiving my breaks because I never		
18		missed any of my breaks. Everyone here		
19		gets their breaks; they are lying if they		
20		say otherwise."		
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	7.	Declaration of Lynn Sebastian marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 8, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		United Healthcare Workers West Union.	foundation (Evidence Code	
5		As a Union member, I understand that my	§§ 400 et. seq.) Lacks	
6		employment with Pacifica is governed by	Personal Knowledge	
7		a collective bargaining agreement	(Evidence Code § 403)	
8		("CBA"), which explains in the policies	Vague, ambiguous and	
9		about our meal and rest breaks. I know	overbroad as to time	
10		that the Union is actively involved in	(Evidence Code §352), and	
11		making sure that we all get our breaks	misleading as to time	
12		and that the other policies in the CBA are	(Evidence Code §352)	
13		regularly followed. I have never	since it does not state	
14		complained to the Union about not	which years during the	
15		receiving my breaks because I never	class period; Hearsay	
16		missed any of my breaks. I would be	(Evidence Code § 1200)	
17		lying if I complained about that."		
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	8.	Declaration of Lynn Sebastian marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 8, ¶ 8 " Ms. Frencher was always	§§ 210, 350) Lacks	Overruled
4		gone on a smoke break or on a coffee	foundation (Evidence Code	
5		break and would usually not even tell any	§§ 400 et. seq.) Lacks	
6		of the other nurses until she got back. She	Personal Knowledge	
7		would usually leave every hour for at	(Evidence Code § 403)	
8		least 15 minutes or so because the	Vague, ambiguous and	
9		designated smoking areas at Pacifica are	overbroad as to time	
10		in the parking lots, which are not very	(Evidence Code §352), and	
11		close to our Medical/Surgical Unit. Also,	misleading as to time	
12		when we start our shift, we have our	(Evidence Code §352)	
13		designated patients to take care of. As a	since it does not state	
14		CNA, I usually had about 13 patients	which years during the	
15		during each shift, and I know that as an	class period; Hearsay	
16		LVN, Ms. Frencher usually had about 5	(Evidence Code § 1200)	
17		patients to take care of during each shift.		
18		However, Ms. Frencher was gone so		
19		often on her smoke break that her patients		
20		would often need their pain medications		
21		or assistance while she was gone and we		
22		other nurses would have to take care of		
23		her patients for her. When she would		
24		come back from her break, we would ask		
25		here where she was and she would say		
26		she was outside smoking."		
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	9.	Declaration of Minin McDonald marked	Irrelevant (Evidence Code	Sustained
3		as Exhibit 9, ¶ 3"I am a member of the	§§ 210, 350) Lacks	Overruled
4		Service Employees International Union	foundation (Evidence Code	
5		121-RN. As a Union member, I know	§§ 400 et. seq.) Lacks	
6		that the Union and Pacifica came to an	Personal Knowledge	
7		agreement about several policies,	(Evidence Code § 403)	
8		including our meal and rest breaks. I	Vague, ambiguous and	
9		know that the Union is actively involved	overbroad as to time	
10		in making sure we are treated fairly. I do	(Evidence Code §352), and	
11		not think that the Union has had to get	misleading as to time	
12		involved with any issues about our meal	(Evidence Code §352)	
13		or rest breaks because we always get	since it does not state	
14		them. I have never complained to the	which years during the	
15		Union about not receiving my breaks	class period; Hearsay	
16		because I never missed any of my breaks.	(Evidence Code § 1200)	
17		We are pretty busy in the		
18		Medical/Surgical Unit but we work		
19		together to make sure everyone gets all of		
20		their breaks."		

1	No.	Material Objected To	Grounds for Objection	Ruling
2	10.	Declaration of Minin McDonal marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 9, ¶ 8 "There were so many times	§§ 210, 350) Lacks	Overruled
4		that I, or the doctors, or the other nurses	foundation (Evidence Code	
5		would look for her to talk about a patient,	§§ 400 et. seq.) Lacks	
6		and we could not find her because she	Personal Knowledge	
7		was outside smoking. She went outside to	(Evidence Code § 403)	
8		smoke a lot during her shift-probably	Vague, ambiguous and	
9		every hour for least twenty minutes or so.	overbroad as to time	
10		There are only certain areas at Pacifica	(Evidence Code §352), and	
11		where people can smoke and they are	misleading as to time	
12		outside kind of far away from our Unit.	(Evidence Code §352)	
13		So it would take time for Ms. Frencher to	since it does not state	
14		walk through the hospital, go outside,	which years during the	
15		smoke, relax, and then come back to the	class period; Hearsay	
16		Unit."	(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	11.	Declaration of Angelica Salmon marked	Irrelevant (Evidence Code	Sustained
3		as Exhibit 10, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		United Healthcare Workers West Union.	foundation (Evidence Code	
5		As a Union member, I understand that my	§§ 400 et. seq.) Lacks	
6		employment with Pacifica is governed by	Personal Knowledge	
7		a collective bargaining agreement	(Evidence Code § 403)	
8		("CBA"), which explains the policies	Vague, ambiguous and	
9		about our meal and rest breaks. I know	overbroad as to time	
10		that the Union is involved in making sure	(Evidence Code §352), and	
11		that we are all treated fairly. I have never	misleading as to time	
12		complained to the Union about not	(Evidence Code §352)	
13		receiving my breaks because I never	since it does not state	
14		missed any of my breaks."	which years during the	
15			class period; Hearsay	
16			(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENTI 13	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	12.	Declaration of Marleny Martinez marked	Irrelevant (Evidence Code	Sustained
3		as Exhibit 11, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		United Healthcare Workers West Union.	foundation (Evidence Code	
5		As a Union member, I understand that my	§§ 400 et. seq.) Lacks	
6		employment with Pacifica is governed by	Personal Knowledge	
7		a collective bargaining agreement	(Evidence Code § 403)	
8		("CBA"), which explains the policies	Vague, ambiguous and	
9		about our meal and rest breaks. I know	overbroad as to time	
10		that the other policies in the CBA are	(Evidence Code §352), and	
11		followed. I have never complained to the	misleading as to time	
12		Union about not receiving my breaks	(Evidence Code §352)	
13		because I never missed any of my breaks.	since it does not state	
14		I have always gotten breaks at Pacifica."	which years during the	
15			class period; Hearsay	
16			(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	_

1	No.	Material Objected To	Grounds for Objection	Ruling
2	13.	Declaration of Maleny Martinez marked	Irrelevant (Evidence Code	Sustained
3		as Exhibit 11, ¶ 7 "I know that some	§§ 210, 350) Lacks	Overruled
4		other nurses take longer breaks for their	foundation (Evidence Code	
5		meal and rest periods. It really depends	§§ 400 et. seq.) Lacks	
6		on each person. Everyone takes their	Personal Knowledge	
7		breaks when they want. I did not work	(Evidence Code § 403)	
8		directly with Kyle Frencher, but when I	Vague, ambiguous and	
9		worked as the Activities Leader, I took	overbroad as to time	
10		patients outside everyday in the afternoon	(Evidence Code §352), and	
11		so they could get some fresh air. There is	misleading as to time	
12		a specific area that we would go to every	(Evidence Code §352)	
13		time outside the hospital, and from that	since it does not state	
14		area you can see the designated smoking	which years during the	
15		area for the hospital. I would always see	class period; Hearsay	
16		Kyle Frencher outside smoking whenever	(Evidence Code § 1200)	
17		I took the patients outside for fresh air."		
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		PLAINTIFF'S EVIDENTI 15	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	14.	Declaration of Dania Cruz marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 12, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		United Healthcare Workers West Union.	foundation (Evidence Code	
5		As a Union member, I understand that my	§§ 400 et. seq.) Lacks	
6		employment with Pacifica is governed by	Personal Knowledge	
7		a collective bargaining agreement	(Evidence Code § 403)	
8		("CBA"), which explains the policies	Vague, ambiguous and	
9		about our meal and rest breaks. I'm not	overbroad as to time	
10		very involved with the union, but I	(Evidence Code §352), and	
11		definitely know that I can go to the union	misleading as to time	
12		if I have any issue about my employment,	(Evidence Code §352)	
13		including my breaks. I have never	since it does not state	
14		complained to the Union about not	which years during the	
15		receiving my breaks because I never	class period; Hearsay	
16		missed any of my breaks. I'm a smoker	(Evidence Code § 1200)	
17		so I go outside to have smoke breaks		
18		during my shift."		
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	15.	Declaration of Denise Smythe marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 13, ¶ 3 "I am not a member of	§§ 210, 350) Lacks	Overruled
4		any union. However, in my capacity as	foundation (Evidence Code	
5		CFO, I am involved with the two unions	§§ 400 et. seq.) Lacks	
6		that are affiliated with Pacifica: UHW	Personal Knowledge	
7		399 and SEIU 121- RN. I know that	(Evidence Code § 403)	
8		Pacifica and the Unions agreed to abide	Vague, ambiguous and	
9		by a collective bargaining agreement,	overbroad as to time	
10		which generally sets forth the rules that	(Evidence Code §352), and	
11		govern the hospital. I also know that the	misleading as to time	
12		Unions are very involved with protecting	(Evidence Code §352)	
13		the union members' rights and because	since it does not state	
14		there are several Union representatives	which years during the	
15		and stewards who work at Pacifica, any	class period; Hearsay	
16		employee concern or issue is reported and	(Evidence Code § 1200)	
17		addressed immediately. Therefore, the		
18		practice of what actually happens at the		
19		hospital may differ from the written		
20		policies because the Unions strongly		
21		advocate for the employees and Pacifica		
22		wants to make sure the employees are		
23		happy working at the hospital. Over the		
24		course of my thirteen years at Pacifica, I		
25		am not personally aware of any		
26		grievances filed by the Union asserting		
27		that any non- exempt employee was not		
28		provided the opportunity to take meal		

1	No.	Material Objected To	Grounds for Objection	Ruling
2		breaks or rest breaks and have never		
3		heard of any employee even complaining		
4		about missed meal or rest breaks."		
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6	16.	Declaration of Melissa Mitchel marked	Irrelevant (Evidence Code	Sustained
7		as Exhibit 14, ¶ 3 "I am currently not a	§§ 210, 350) Lacks	Overruled
8		member of any union but I was	foundation (Evidence Code	
9		previously a member of the 121-RN	§§ 400 et. seq.) Lacks	
10		Union. When I first joined Pacifica, I	Personal Knowledge	
11		agreed to become a member of the Union	(Evidence Code § 403)	
12		and paid my union dues regularly. I did	Vague, ambiguous and	
13		not go to union meetings when I was in	overbroad as to time	
14		the union, but have attended several	(Evidence Code §352), and	
15		meetings since I took on directorial	misleading as to time	
16		positions at the hospital. I know that	(Evidence Code §352)	
17		Pacifica and the unions have a collective	since it does not state	
18		bargaining agreement that sets forth	which years during the	
19		various policies that Pacifica has to	class period; Hearsay	
20		follow. I know there are policies in the	(Evidence Code § 1200)	
21		CBA regarding meal and rest periods. If		
22		anything is unclear in the CBA, I know		
23		that Pacifica's employees can go to any		
24		union steward or representative to		
25		address any issue. It is very open here.		
26		Regardless of any written break policy,		
27		the union representation really ensures		
28		that meal and rest breaks are taken in the		

1	No.	Material Objected To	Grounds for Objection	Ruling
2		hospital. They make sure we get all the		
3		breaks and rights to which we are		
4		entitled. As a non-exempt employee, I		
5		never was denied the opportunity to take		
6		any of my meal or rest periods. Over the		
7		course of my employment with Pacifica, I		
8		do know there have been certain times		
9		when nurses have not gotten their meal		
10		period but I know that they orally told		
11		their supervisor or completed a form or		
12		just wrote it on their time card to receive		
13		premium pay each time. Even if any		
14		employee missed their break and did not		
15		do those things, he or she could talk to a		
16		union representative, or the director of		
17		their department, supervisor, human		
18		resources, among others at the hospital.		
19		We would make sure that employees		
20		received premium pay."		
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1	No.	Material Objected To	Grounds for Objection	Ruling
2	17.	Declaration of Tante Melchor marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 15, ¶ 3 "I am currently a member	§§ 210, 350) Lacks	Overruled
4		of the UHW Union. As a Union member,	foundation (Evidence Code	
5		I know that Pacifica and the Union have	§§ 400 et. seq.) Lacks	
6		come to an agreement about the policies	Personal Knowledge	
7		that affect my employment. I am really	(Evidence Code § 403)	
8		busy so I do not go to any Union meeting	Vague, ambiguous and	
9		and or know the details of the policies,	overbroad as to time	
10		but I do know that he Union is very	(Evidence Code §352), and	
11		involved and makes sure that we get	misleading as to time	
12		everything to which we are entitled. I	(Evidence Code §352)	
13		have never had any issues with my meal	since it does not state	
14		and rest breaks at Pacifica, but I know	which years during the	
15		that as a Union member, the first step if I	class period; Hearsay	
16		had any issue would be to talk to my	(Evidence Code § 1200)	
17		union steward and file a grievance. I just		
18		have never had to do that before. I have		
19		never heard anyone at this hospital		
20		complain about meal and rest breaks. I		
21		actually laughed when I found about this		
22		lawsuit because this hospital is so relaxed		
23		and takes care of its employees so		
24		everyone I know always gets their		
25		breaks."		
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	_	PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	18.	Declaration of Alex Boyko marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 16, ¶ 3" I am not currently a	§§ 210, 350) Lacks	Overruled
4		member of any union. However, over the	foundation (Evidence Code	
5		course of my 30 years at Pacifica, I was	§§ 400 et. seq.) Lacks	
6		previously a member of one of the unions	Personal Knowledge	
7		that was affiliated with Pacifica. I was	(Evidence Code § 403)	
8		asked to be a union steward at one point	Vague, ambiguous and	
9		but it involved quite a bit of training and	overbroad as to time	
10		involvement and at the time I did not	(Evidence Code §352), and	
11		want to do all of that. I have attended	misleading as to time	
12		several union meetings. There have	(Evidence Code §352)	
13		always been a lot of union stewards at the	since it does not state	
14		hospital so I always felt comfortable	which years during the	
15		knowing that if I did have any issue,	class period; Hearsay	
16		concern or complaint, I could go to any	(Evidence Code § 1200)	
17		one of union stewards who would address		
18		the issue immediately. I know that the		
19		union has a collective bargaining		
20		agreement with Pacifica, but everyone		
21		knows some portions of the CBA are		
22		really vague. Even the union stewards		
23		have said that he CBA is very vague. So a		
24		lot of things are different in practice		
25		because the written policies leave a lot of		
26		things up to interpretation. For that		
27		reason, any employee issue can be		
28		reported to the union and the union can		

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

1	No.	Material Objected To	Grounds for Objection	Ruling
2	19.	Declaration of Alex Boyko marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 16, ¶ 4 "I estimate that I spent	§§ 210, 350) Lacks	Overruled
4		about 23 of my 30 years at Pacifica	foundation (Evidence Code	
5		working as a non-exempt employee. I	§§ 400 et. seq.) Lacks	
6		always worked an 8.5 hour shift, which	Personal Knowledge	
7		included one 30- minute meal period and	(Evidence Code § 403)	
8		two 15-minute rest periods."	Vague, ambiguous and	
9			overbroad as to time	
10			(Evidence Code §352), and	
11			misleading as to time	
12			(Evidence Code §352)	
13			since it does not state	
14			which years during the	
15			class period; Hearsay	
16			(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENTI 23	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	20.	Declaration of Alex Boyko marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 16, ¶ 10 " Over the course of my	§§ 210, 350) Lacks	Overruled
4		30 years at his hospital, I am not aware of	foundation (Evidence Code	
5		any grievances filed by the Union	§§ 400 et. seq.) Lacks	
6		asserting that employees are not being	Personal Knowledge	
7		provided the opportunity to take meal	(Evidence Code § 403)	
8		breaks or rest breaks. I actually find it	Vague, ambiguous and	
9		impossible that this would ever happen	overbroad as to time	
10		because this hospital is so laid back about	(Evidence Code §352), and	
11		breaks."	misleading as to time	
12			(Evidence Code §352)	
13			since it does not state	
14			which years during the	
15			class period; Hearsay	
16			(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENTI	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	21.	Declaration of Deborah Lomax marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 17, ¶ 3 "I am not a member of	§§ 210, 350) Lacks	Overruled
4		any union. However, I am aware that	foundation (Evidence Code	
5		there are unions affiliated with Pacifica	§§ 400 et. seq.) Lacks	
6		and am aware that there is a collective	Personal Knowledge	
7		bargaining agreement that sets forth	(Evidence Code § 403)	
8		various policies and procedures that	Vague, ambiguous and	
9		Pacifica must follow. Regardless of any	overbroad as to time	
10		written break policy, the union	(Evidence Code §352), and	
11		representation ensures that meal and rest	misleading as to time	
12		breaks are taken in the hospital. In my	(Evidence Code §352)	
13		capacity as Director. I have attended	since it does not state	
14		union meetings when there are any issues	which years during the	
15		involving my department. None of these	class period; Hearsay	
16		meetings ever included any discussion of	(Evidence Code § 1200)	
17		missed meal or rest breaks. In fact, I have		
18		never heard of any employee not		
19		receiving a meal or rest break for which		
20		they did not receive the corresponding		
21		premium pay."		
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	22.	Declaration of Deborah Lomax marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 17, ¶8 "I do not know how other	§§ 210, 350) Lacks	Overruled
4		departments in Pacifica Handle the	foundation (Evidence Code	
5		scheduling of breaks. My understanding	§§ 400 et. seq.) Lacks	
6		is that each department at Pacifica	Personal Knowledge	
7		probably handles it differently-some	(Evidence Code § 403)	
8		supervisors might create a schedule for		
9		their staff's breaks like I do, whereas		
10		others may be more lax and let the		
11		employees in the department leave for		
12		their meal and rest breaks whenever they		
13		want."		
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		PLAINTIFF'S EVIDENT 26	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	23.	Declaration of Orlando Gonzales marked	Irrelevant (Evidence Code	Sustained
3		as Exhibit 18, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		UHW Union. When I first joined	foundation (Evidence Code	
5		Pacifica, I agreed to become a member of	§§ 400 et. seq.) Lacks	
6		the Union and have paid my union dues	Personal Knowledge	
7		throughout my employment. As a Union	(Evidence Code § 403)	
8		member, I know that Pacifica and the	Vague, ambiguous and	
9		Union have agreed to terms that apply to	overbroad as to time	
10		all of us Union members. I know that he	(Evidence Code §352), and	
11		Union is very involved with protecting	misleading as to time	
12		our rights and make sure that we feel	(Evidence Code §352)	
13		comfortable working at the hospital. As a	since it does not state	
14		Union member, I also know that there are	which years during the	
15		several Union representatives or stewards	class period; Hearsay	
16		at Pacifica who I can talk to if I feel there	(Evidence Code § 1200)	
17		is any issue regarding my employment. I		
18		frequently talk to one of the union		
19		stewards, Vilma Moran, because I feel		
20		the most comfortable with her, but I		
21		know I could talk to any of them. The		
22		Union stewards are very involved in		
23		making sure we are happy with our		
24		employment and I know they address any		
25		employee issue quickly. I have never		
26		been denied the opportunity to take a		
27		meal period or a rest period, but if I did, I		
28		know that I could notify Vilma to handle		

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."		

1 No.	Material Objected To	Grounds for Objection	Ruling
2 24	. Declaration of Orlando Gonzales marked	Irrelevant (Evidence Code	Sustained
3	as Exhibit 18, ¶ 6 "I do not have any	§§ 210, 350) Lacks	Overruled
	knowledge of how employees in other	foundation (Evidence Code	
	departments handle their breaks.	§§ 400 et. seq.) Lacks	
	Everyone does it differently because it	Personal Knowledge	
	depends on the job duties and what is	(Evidence Code § 403);	
	going on during that shift. I know that	Hearsay (Evidence Code §	
	Pacifica and the unions have written	1200)	
	policies about the breaks, but a lot of it is		
	different in practice because this is a		
	hospital."		
	PLAINTIFF'S EVIDENT	IARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	25.		Irrelevant (Evidence Code	Sustained
3		Exhibit 19, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
4		UHW Union. I have been a member of	foundation (Evidence Code	
5		this union since my first day at Pacifica	§§ 400 et. seq.) Lacks	
6		and agreed to have union dues deducted	Personal Knowledge	
7		from my paycheck throughout my	(Evidence Code § 403)	
8		employment. As a Union member, my	Vague, ambiguous and	
9		employment with Pacifica is governed by	overbroad as to time	
10		a collective bargaining agreement, which	(Evidence Code §352), and	
11		explains in detail the policies about our	misleading as to time	
12		meal and rest breaks. As a Union	(Evidence Code §352)	
13		member, I also know that there are	since it does not state	
14		several union representatives or stewards	which years during the	
15		at Pacifica who I can talk to, in addition	class period; Hearsay	
16		to talking to the Director of my	(Evidence Code § 1200)	
17		department, if I feel there is any issue		
18		regarding my employment. We have a		
19		very flexible atmosphere at Pacifica,		
20		especially with regards to taking meal		
21		and rest breaks. Over the course of my		
22		employment at Pacifica, I have never		
23		been denied the opportunity to take a		
24		meal period or a rest period, but if I did, I		
25		know that I could notify my Director or		
26		union representative to handle the issue		
27		and protect me. I am not aware of any		
28		grievances filed by the union asserting		

1	No.	Material Objected To	Grounds for Objection	Ruling
2		that any non-exempt employee was not		
3		provided the opportunity to take meal		
4		breaks or rest breaks. I have also never		
5		heard anyone in my department complain		
6		about being denied the opportunity to		
7		take a meal period or a rest period."		
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1	No.	Material Objected To	Grounds for Objection	Ruling
2	26.	Declaration of Al Concepcion marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 19, ¶ 5 "In my experience, each	§§ 210, 350) Lacks	Overruled
4		department at Pacifica handles it	foundation (Evidence Code	
5		differently; as far as I can see, most	§§ 400 et. seq.) Lacks	
6		supervisors are pretty relaxed about break	Personal Knowledge	
7		times and let the employees dictate when	(Evidence Code § 403)	
8		they take their breaks and for how long. It	Vague, ambiguous and	
9		really depends on what each department	overbroad as to time	
10		and each employee within that	(Evidence Code §352), and	
11		department for any given day."	misleading as to time	
12			(Evidence Code §352)	
13			since it does not state	
14			which years during the	
15			class period; Hearsay	
16			(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	27.	Declaration of Jesus Gomez marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 20, ¶ 3 "I am currently not a	§§ 210, 350) Lacks	Overruled
4		member of any union affiliated with	foundation (Evidence Code	
5		Pacifica, but previously was a union	§§ 400 et. seq.) Lacks	
6		member and a union steward when I was	Personal Knowledge	
7		a non-exempt employee at Pacifica.	(Evidence Code § 403)	
8		When I first joined Pacifica, I agreed to	Vague, ambiguous and	
9		become a member of the Union and paid	overbroad as to time	
10		my union dues. As a union member, my	(Evidence Code §352), and	
11		employment was governed by a collective	misleading as to time	
12		bargaining agreement, which explains in	(Evidence Code §352)	
13		detail the policies about our meal and rest	since it does not state	
14		breaks. The union has always been very	which years during the	
15		involved with protecting employee rights	class period; Hearsay	
16		under the CBA, including the right to	(Evidence Code § 1200)	
17		take meal and rest periods. In fact, as the		
18		Director. I cannot get anything done		
19		without union approval. We also have		
20		several union representatives or stewards		
21		throughout the hospital, so any employee		
22		can relay any concern to any of these		
23		stewards and it will be addressed		
24		immediately. As the Director, I have to		
25		go to monthly meetings that involve both		
26		Pacifica representatives, union		
27		representatives, and the union stewards		
28		who are Pacifica employees, and we all		

1	No.	Material Objected To	Grounds for Objection	Ruling
2		discuss any issues that have been going		
3		on. During these meetings, union		
4		stewards can raise any issue affecting the		
5		employees, but I have never heard anyone		
6		mention that any employee was not		
7		provided with proper meal or rest		
8		periods."		
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1	No.	Material Objected To	Grounds for Objection	Ruling
2	28.	Declaration of Jesus Gomez marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 20, ¶ 4 "I am not aware of any	§§ 210, 350) Lacks	Overruled
4		employee who has been denied a meal or	foundation (Evidence Code	
5		rest period and not received premium pay	§§ 400 et. seq.) Lacks	
6		for that missed period, and am not aware	Personal Knowledge	
7		of any union grievance regarding meal	(Evidence Code § 403)	
8		and rest periods."	Vague, ambiguous and	
9			overbroad as to time	
10			(Evidence Code §352), and	
11			misleading as to time	
12			(Evidence Code §352)	
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		PLAINTIFF'S EVIDENTI	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	29.	Declaration of Jesus Gomez marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 20, ¶ 7 "They are all union	§§ 210, 350) Lacks	Overruled
4		members and some are union stewards so	foundation (Evidence Code	
5		I know they are fully aware of what	§§ 400 et. seq.) Lacks	
6		breaks they are entitled to and they all	Personal Knowledge	
7		make sure their staff gets those breaks."	(Evidence Code § 403)	
8			Vague, ambiguous and	
9			overbroad as to time	
10			(Evidence Code §352), and	
11			misleading as to time	
12			(Evidence Code §352)	
13			since it does not state	
14			which years during the	
15			class period; Hearsay	
16			(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	30.	Declaration of Jose Aguilar marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 21, ¶ 3 "I am not a member of	§§ 210, 350) Lacks	Overruled
4		any union affiliated with Pacifica, but I	foundation (Evidence Code	
5		know that there are two unions affiliated	§§ 400 et. seq.) Lacks	
6		with the hospital and my employees are	Personal Knowledge	
7		union members. I know that Pacifica is	(Evidence Code § 403)	
8		governed by the collective bargaining	Vague, ambiguous and	
9		agreements that it and the unions agreed	overbroad as to time	
10		to follow, and that the CBA sets forth	(Evidence Code §352), and	
11		several policies, including those	misleading as to time	
12		regarding meal and rest periods. As far as	(Evidence Code §352)	
13		I am aware, the union is pretty involved	since it does not state	
14		with employee issues and listens to all	which years during the	
15		employee issues and concerns. I do not	class period; Hearsay	
16		personally attend all of the monthly	(Evidence Code § 1200)	
17		meetings that Pacifica and the unions		
18		have, but I know they occur because I		
19		have been asked to attend a few to		
20		address issues that involve my		
21		department. I am not aware of any union		
22		grievance or concern regarding meal and		
23		rest periods, and have never heard of any		
24		complaint that an employee was denied a		
25		meal or rest period. I know that if any		
26		employee in my department did miss any		
27		one of their breaks, he or she would		
28		receive the appropriate amount of		

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."		

1	No.	Material Objected To	Grounds for Objection	Ruling
2	31.	Declaration of Jose Aguilar marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 21, ¶ 7 "I do not know how	§§ 210, 350) Lacks	Overruled
4		supervisors and directors in other	foundation (Evidence Code	
5		departments handle breaks for the	§§ 400 et. seq.) Lacks	
6		employees in those departments because	Personal Knowledge	
7		each department has different	(Evidence Code § 403)	
8		responsibilities. A shift for an employee	Vague, ambiguous and	
9		working in patient care will be very	overbroad as to time	
10		different than a shift for an employee	(Evidence Code §352), and	
11		working in non-patient care. There is no	misleading as to time	
12		way to treat them all the same."	(Evidence Code §352)	
13			since it does not state	
14			which years during the	
15			class period; Hearsay	
16			(Evidence Code § 1200)	
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		PLAINTIFF'S EVIDENT	ARY OBJECTIONS	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	32.	Declaration of Karen Doss marked as	Irrelevant (Evidence Code	Sustained
3		Exhibit 22, ¶ 3 "I am not a member of	§§ 210, 350) Lacks	Overruled
4		any union affiliated with Pacifica.	foundation (Evidence Code	
5		However, I am very familiar with the	§§ 400 et. seq.) Lacks	
6		union representation at Pacifica both	Personal Knowledge	
7		because of my several years at Pacifica	(Evidence Code § 403)	
8		and because the majority of my staff	Vague, ambiguous and	
9		union members. In terms of meal and	overbroad as to time	
10		rest breaks, I know the employees I	(Evidence Code §352), and	
11		oversee are entitled to one 15-minute rest	misleading as to time	
12		break in the first half of their shift, one	(Evidence Code §352)	
13		30-minute meal period in the middle of	since it does not state	
14		their shift, and another 15-minute rest	which years during the	
15		period in the second half of their shift.	class period; Hearsay	
16		The Union is very involved with	(Evidence Code § 1200)	
17		protecting Pacifica's employees' rights,		
18		including the right to take meal and rest		
19		periods. I know that there are several		
20		Union representatives or stewards at		
21		Pacifica who my staff can talk to if they		
22		feel there is any issue regarding their		
23		employment, including any issue with		
24		their meal or rest periods. Over the course		
25		of my time at Pacifica, I have never heard		
26		of any employee in my department who		
27		was denied the opportunity to take a meal		
28		period or a rest period, and have never		

1	No.	Material Objected To	Grounds for Objection	Ruling
2		heard of any union grievances regarding		
3		meal or rest periods."		
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5	33.	Declaration of Karen Doss marked as	Irrelevant (Evidence Code	Sustained
6		Exhibit 22, ¶ 8 "I do not know how other	§§ 210, 350) Lacks	Overruled
7		departments in Pacifica handle meal	foundation (Evidence Code	
8		periods or whether employees clock out	§§ 400 et. seq.) Lacks	
9		for their meal periods. The departments	Personal Knowledge	
10		are so different at the hospital; comparing	(Evidence Code § 403)	
11		the nursing department to my department	Vague, ambiguous and	
12		is really like comparing apples to	overbroad as to time	
13		oranges."	(Evidence Code §352), and	
14			misleading as to time	
15			(Evidence Code §352)	
16			since it does not state	
17			which years during the	
18			class period; Hearsay	
19			(Evidence Code § 1200)	
20	34.	Declaration of Ronald Campbell marked	Irrelevant (Evidence Code	Sustained
21		as Exhibit 23, ¶ 3 "I am not a member of	§§ 210, 350) Lacks	Overruled
22		any union affiliated with Pacifica, but I	foundation (Evidence Code	
23		do know that there are two unions at this	§§ 400 et. seq.) Lacks	
24		hospital because all of my employees are	Personal Knowledge	
25		union members. I know that there are	(Evidence Code § 403)	
26		collective bargaining agreements that the	Vague, ambiguous and	
27		unions and Pacifica agreed to, and they	overbroad as to time	
28		set forth some written policies that we all	(Evidence Code §352), and	

1	No.	Material Objected To	Grounds for Objection	Ruling
2		must follow, including policies about	misleading as to time	
3		meal and rest breaks. In practice,	(Evidence Code §352)	
4		however, the employees get many more	since it does not state	
5		breaks because very few supervisors	which years during the	
6		actually police employees about when to	class period; Hearsay	
7		go on a break and when to come back. I	(Evidence Code § 1200)	
8		also believe that the unions are pretty		
9		involved with protecting the employees'		
10		rights and employees regularly talk to the		
11		union stewards who are all over the		
12		hospital. I have never heard any employee		
13		at Pacifica complain about not getting		
14		meal or rest periods and have never heard		
15		of any union grievance about meal or rest		
16		periods. If anyone had complained, I		
17		know that Pacifica would have		
18		immediately addressed the issue because		
19		the union would make sure of it."		
20	35.	Declaration of Lisa Bernal marked as	Irrelevant (Evidence Code	Sustained
21		Exhibit 24, ¶ 6 "I am a member of the	§§ 210, 350) Lacks	Overruled
22		SEIU-United Healthcare Workers West	foundation (Evidence Code	
23		Union. As a Union member, my	§§ 400 et. seq.) Lacks	
24		employment with Pacifica is governed by	Personal Knowledge	
25		a collective bargaining agreement	(Evidence Code § 403)	
26		("CBA"). The CBA also provides for the	Vague, ambiguous and	
27		meal and rest breaks described above.	overbroad as to time	
28		The Union is really good about protecting	(Evidence Code §352), and	

No.	Material Objected To	Grounds for Objection	Ruling
	our rights under the CBA, including the	misleading as to time	
	right to take meal and rest periods. I have	(Evidence Code §352)	
	never felt like I did not receive a meal or	since it does not state	
	rest period, but I know that if I ever did	which years during the	
	have an issue, I could notify my Union	class period; Hearsay	
	representative so that my rights can be	(Evidence Code § 1200)	
	upheld. I feel the Union fully meets its		
	obligations to ensure I am provided meal		
	and rest periods."		
36.	Declaration of Jose Gomez marked as	Irrelevant (Evidence Code	Sustained
	Exhibit 25, ¶ 3 "I am a Union member	§§ 210, 350) Lacks	Overruled
	and know that Pacifica and the Union	foundation (Evidence Code	
	have an agreement about the policies that	§§ 400 et. seq.) Lacks	
	Pacifica must follow, including rules	Personal Knowledge	
	about our meal and rest breaks. The	(Evidence Code § 403)	
	Union is really good about protecting our	Vague, ambiguous and	
	rights under the CBA, including the right	overbroad as to time	
	to take meal and rest periods. I have	(Evidence Code §352), and	
	never complained to the Union or anyone	misleading as to time	
	about my breaks because over the course	(Evidence Code §352)	
	of my entire employment at Pacifica, I	since it does not state	
	have always gotten my breaks."	which years during the	
		class period; Hearsay	
		(Evidence Code § 1200)	
37.	Declaration of Jorge Moran marked as	Irrelevant (Evidence Code	Sustained
	Exhibit 26, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
	United Healthcare Workers West Union.	foundation (Evidence Code	

1	No.	Material Objected To	Grounds for Objection	Ruling
2	110	As a Union member, my employment	§§ 400 et. seq.) Lacks	- Lumis
3		with Pacifica is governed by a collective	Personal Knowledge	
4		bargaining agreement ("CBA"). My wife	(Evidence Code § 403)	
5		is a Union Steward and has been one for	Vague, ambiguous and	
6		the past fifteen years or so. I know that he	overbroad as to time	
7		CBA lays out several policies that	(Evidence Code §352), and	
8		Pacifica has to follow including our meal	misleading as to time	
9		and rest breaks. I know that if anyone has	(Evidence Code §352)	
10		any issue with their employment, they	since it does not state	
11		can call the Union and ask for help. I	which years during the	
12		know on several occasions that nurses	class period; Hearsay	
13		will call my wife to voice any issue they	(Evidence Code § 1200)	
14		have and she takes care of it immediately.		
15		I have never heard anyone complain of		
16		any missed breaks though. I have never		
17		complained to the Union or anyone about		
18		not received my breaks because I have		
19		always gotten my breaks while working		
20		at Pacifica. I know nurses here at Pacifica		
21		actually get more breaks and for longer		
22		times than other hospitals where I have		
23		worked."		
24	38.	Declaration of Jorge Moran marked as	Irrelevant (Evidence Code	Sustained
25		Exhibit 26, ¶ 7 "I have never heard any	§§ 210, 350) Lacks	Overruled
26		nurse complain about not getting a break.	foundation (Evidence Code	
27		I'm pretty sure I would know if that	§§ 400 et. seq.) Lacks	
28		happened because they would probably	Personal Knowledge	

1	No.	Material Objected To	Grounds for Objection	Ruling
2		complain to my wife or she would at least	(Evidence Code § 403)	
3		come to know about it."		
4	39.	Declaration of Vilma Moran marked as	Irrelevant (Evidence Code	Sustained
5		Exhibit 27, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
6		United Healthcare Workers West Union	foundation (Evidence Code	
7		and have acted as a union steward	§§ 400 et. seq.) Lacks	
8		throughout my employment with	Personal Knowledge	
9		Pacifica. As a union steward, I am very	(Evidence Code § 403)	
10		familiar with the collective bargaining	Vague, ambiguous and	
11		agreement between the union and	overbroad as to time	
12		Pacifica, and know that it covers several	(Evidence Code §352), and	
13		policies, including those about our meal	misleading as to time	
14		and rest breaks. I have never felt I did not	(Evidence Code §352)	
15		receive a meal period or a rest period, but	since it does not state	
16		If I did, I know that I could notify my	which years during the	
17		Charge Nurse or supervisor so that they	class period; Hearsay	
18		could address the issue. I cannot recall	(Evidence Code § 1200)	
19		anyone ever telling me, as their union		
20		steward, that he or she did not get a meal		
21		or rest period during their employment		
22		with Pacifica."		
23	40.	Declaration of Cathy Huss Havardi	Irrelevant (Evidence Code	Sustained
24		marked as Exhibit 28, ¶ 3 "I am a	§§ 210, 350) Lacks	Overruled
25		member of the United Healthcare	foundation (Evidence Code	
26		Workers West Union. As a Union	§§ 400 et. seq.) Lacks	
27		member, I know that my employment	Personal Knowledge	
28		with Pacifica is governed by a collective	(Evidence Code § 403)	

1	No.	Material Objected To	Grounds for Objection	Ruling
2		bargaining agreement ("CBA"), which	Vague, ambiguous and	
3		explains the policies about our meal and	overbroad as to time	
4		rest breaks. I feel like the Union is pretty	(Evidence Code §352), and	
5		active in making sure that Pacifica	misleading as to time	
6		follows the polices and we are all taken	(Evidence Code §352)	
7		care of properly. I have never complained	since it does not state	
8		to the Union about not receiving my	which years during the	
9		breaks."	class period; Hearsay	
10			(Evidence Code § 1200)	
11	41.	Declaration of Danny Granadeno marked	Irrelevant (Evidence Code	Sustained
12		as Exhibit 29, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
13		United Healthcare Workers West Union.	foundation (Evidence Code	
14		As a Union member, I understand that my	§§ 400 et. seq.) Lacks	
15		employment with Pacifica is governed by	Personal Knowledge	
16		a collective bargaining agreement	(Evidence Code § 403)	
17		("CBA"), which explains the policies	Vague, ambiguous and	
18		about our meal and rest breaks. I have	overbroad as to time	
19		been involved with the union from time	(Evidence Code §352), and	
20		to time and I feel like the union does a	misleading as to time	
21		good job of representing us to make sure	(Evidence Code §352)	
22		we are treated fairly. Throughout my	since it does not state	
23		employment with Pacifica, I have never	which years during the	
24		complained to the Union about not	class period; Hearsay	
25		received my breaks because I have never	(Evidence Code § 1200)	
26		missed any of my breaks."		
27	42.	Declaration of Wilhemina Garay marked	Irrelevant (Evidence Code	Sustained
28		as Exhibit 30, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled

1	No.	Material Objected To	Grounds for Objection	Ruling
2		United Healthcare Workers West Union.	foundation (Evidence Code	
3		As a Union member, I know that the	§§ 400 et. seq.) Lacks	
4		union and Pacifica came to an agreement	Personal Knowledge	
5		about the policies that affect employees	(Evidence Code § 403)	
6		such as myself, including policies about	Vague, ambiguous and	
7		our meal and rest breaks. Over the course	overbroad as to time	
8		of my employment at Pacifica, I have felt	(Evidence Code §352), and	
9		like the Union has been involved in	misleading as to time	
10		making sure our rights are being	(Evidence Code §352)	
11		represented. We also have union	since it does not state	
12		stewards, such as myself, at Pacifica who	which years during the	
13		employees can go to if they have any	class period; Hearsay	
14		issues. In my experience, Pacifica has	(Evidence Code § 1200)	
15		always treated us really well. I have never		
16		complained to anyone about not receiving		
17		my breaks because I never missed any of		
18		my breaks."		
19	43.	Declaration of Maria Huanca marked as	Irrelevant (Evidence Code	Sustained
20		Exhibit 31, ¶ 3 "I am a member of the	§§ 210, 350) Lacks	Overruled
21		United Healthcare Workers West Union.	foundation (Evidence Code	
22		As a Union member, I know that there is	§§ 400 et. seq.) Lacks	
23		a Collective Bargaining Agreement that	Personal Knowledge	
24		the union and Pacifica agreed to that	(Evidence Code § 403)	
25		discusses the policies that the hospital	Vague, ambiguous and	
26		must follow, including policies about our	overbroad as to time	
27		meal and rest periods. Over the course of	(Evidence Code §352), and	
28		my many years at Pacifica, I have never	misleading as to time	

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

1	No.	Material Objected To	Grounds for Objection	Ruling
2		explains the policies about our meal and	overbroad as to time	
3		rest breaks. I feel like the Union is	(Evidence Code §352), and	
4		involved in making sure that the CBA is	misleading as to time	
5		followed. I know that we can go to our	(Evidence Code §352)	
6		union representatives if we have any	since it does not state	
7		issues about our employment. I have	which years during the	
8		never complained to the Union about not	class period; Hearsay	
9		receiving my breaks because I have	(Evidence Code § 1200)	
10		always received all of my breaks."		
11	46.	Declaration of Mary Lou Hernandez	Irrelevant (Evidence Code	Sustained
12		marked as Exhibit 34, ¶ 3 "I am a	§§ 210, 350) Lacks	Overruled
13		member of the United Healthcare	foundation (Evidence Code	
14		Workers West Union. As a Union	§§ 400 et. seq.) Lacks	
15		member, I know that my employment	Personal Knowledge	
16		with Pacifica is governed by a collective	(Evidence Code § 403)	
17		bargaining agreement ("CBA"), which	Vague, ambiguous and	
18		explains the policies about our meal and	overbroad as to time	
19		rest breaks. Over the course of my	(Evidence Code §352), and	
20		employment with Pacifica, I have felt like	misleading as to time	
21		the Union is involved in making sure that	(Evidence Code §352)	
22		Pacifica follows the policies in the CBA.	since it does not state	
23		I know that we can go to our union	which years during the	
24		representatives if I have any issues about	class period; Hearsay	
25		my employment, but I have never felt the	(Evidence Code § 1200)	
26		need to do so. I have never complained to		
27		the Union or anyone at Pacifica about not		
28		receiving my breaks because I have		

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

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

1	No.	Material Objected To	Grounds for Objection	Ruling
2	49.	Declaration of Patti Guevara, ¶ 3, 2:10-12	Irrelevant (Evidence Code	Sustained
3		"There is therefore no uniform or	§§ 210, 350) Lacks	Overruled
4		consistent approach to meal and rest	foundation (Evidence Code	
5		periods, let alone second meal periods or	§§ 400 et. seq.) Lacks	
6		third rest periods."	Personal Knowledge	
7			(Evidence Code § 403)	
8			Vague, ambiguous and	
9			overbroad as to time	
10			(Evidence Code §352), and	
11			misleading as to time	
12			(Evidence Code §352)	
13	50.	Declaration of Patti Guevara, ¶ 5, 2:22-	Irrelevant (Evidence Code	Sustained
14		25, 3:1 "As a result of the Union-	§§ 210, 350) Lacks	Overruled
15		approved auto-deduct practice, there is no	foundation (Evidence Code	
16		record at Pacifica of how many breaks	§§ 400 et. seq.) Lacks	
17		any employee was on break. Although	Personal Knowledge	
18		there may be individuals who for	(Evidence Code § 403)	
19		whatever reason were denied a meal or	Vague, ambiguous and	
20		rest period during a shift and failed to	overbroad as to time	
21		report it, such that he or she did not	(Evidence Code §352),	
22		receive premium pay, it is also highly	Speculative and misleading	
23		probable and much more likely that there	as to time (Evidence Code	
24		are individuals who took advantage of	§352)	
25		Pacifica's auto-deduct practice and took		
26		multiple and extended meal and rest		
27		periods each shift."		
28				

1	
2	Dated: December 14, 2016 Respectfully submitted, LAVI & EBRAHIMIAN, LLP
3	
4	Ву:
5	Joseph Lavi, Esq. Vincent C. Granberry, Esq.
6	Vincent C. Granberry, Esq. Attorneys for PLAINTIFF KYLE FRENCHER
7	and Other Class Members
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FRENCHER v. PACIFICA OF THE VALLEY CORPORATION **CASE NO: BC559056** 1 PROOF OF SERVICE 2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES 3 I am an employee in the County of Los Angeles, State of California. I am over the age of 18 4 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Beverly Hills. California 90211. 5 On December 14, 2016, I served the documents described as "PLAINTIFF KYLE 6 FRENCHER'S EVIDENTIARY OBJECTIONS TO **DEFENDANT'S** EVIDENCE SUBMITTED IN SUPPORT OF ITS OPPOSITION TO THE MOTION FOR CLASS CERTIFICATION" on all interested parties in this action as indicated below: 7 8 Counsel for Defendant: 9 Christopher Ward, Esq. Archana R. Acharya, Esq. 10 FOLEY & LARDNER LLP 11 555 South Flower Street, Suite 3500 Los Angeles, California 90071 12 **(BY MAIL)** As follows: 13 I placed such envelope, with postage thereon prepaid, in the United States mail at Los 14 Angeles, California. 15 I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that 16 same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed 17 invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit. 18 \boxtimes (BY ELECTRONIC SERVICE) Pursuant to California Rules of Court Rule 2.251, Code of Civil Procedure section 1010.6, and the Court Order Authorizing Electronic Service, I sent such document via use of CASEANYWHERE. 20 21 (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the attorney at the offices listed above. 22 I declare under penalty of perjury under the laws of the State of California that the 23 aforementioned service information is true and correct. 24 Dated: December 14, 2016 25 Jordan D. Bello 26 27 28 PLAINTIFF'S EVIDENTIARY OBJECTIONS