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VALLEY CORPORATION dba PACIFICA
7 HOSPITAL OF THE VALLEY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **CENTRAL CIVIL WEST**

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

12 PLAINTIFF,

13 v.

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

16 DEFENDANT.)

) CASE No: BC559056

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

) *Concurrently filed with Opposition to Class*
) *Certification and the Declaration of Archana*
) *Acharya*

18) DATE: JANUARY 13, 2017

19) TIME: 9:00 A.M.

20) DEPT.: 322

21) JUDGE: HON. ELIHU M. BERLE

22) CASE FILED: SEPTEMBER 29, 2014

1 **DECLARATION OF PATTI GUEVARA**

2 I, Patti Guevara, declare as follows:

3 1. I am currently the Human Resources Manager at Pacifica of the Valley Corporation dba
4 Pacifica Hospital of the Valley (“Pacifica” of the “Hospital”). I have worked in Pacifica’s Human
5 Resources Department since 2007, and have held the Human Resources Manager position since 2009.
6 In this position, I am responsible for human resources and personnel-related matters for all employees
7 working at the Hospital. For many years, and at all times relevant to this case, the vast majority of
8 Pacifica’s non-exempt employees have been represented by one of two unions: the Service Employees
9 International Union United Healthcare Workers West (“UHW”) or the SEIU Local 121RN (“121RN”)
10 (collectively referred to herein as the “Union” or “Unions”). I frequently represent the Hospital at
11 meetings involving these two unions and as such, I completely familiar with all aspects of Pacifica’s
12 personnel policies and operations. I have personal knowledge of the facts stated in this declaration, and
13 if called upon as a witness, I could and would competently testify thereto.

14 2. Approximately every three years, Pacifica and Union representatives bargain over
15 collective bargaining agreements (“CBAs”), which – in addition to Pacifica’s written policies – govern
16 terms and conditions of employment in the Hospital. Over the history of this Union-Hospital
17 relationship, both sides have worked out a manner of operating in which Pacifica’s written policies and
18 the CBAs are almost deliberately vague and lack much specific detail. Pacifica and Union
19 representatives, including the several Union stewards who work as supervisors and charge nurses, meet
20 on a monthly basis to discuss any concerns or issues affecting the Union members. Because of this
21 longstanding union representation at Pacifica and a pattern of practice at the hospital, pursuant to
22 preemptive federal law, Pacifica legally cannot change any practice without involving the unions and
23 going through collective bargaining. Additionally, because of the heavily involved Unions, any
24 employee issue is immediately reported to the Union stewards and is immediately addressed by Pacifica
25 in the hopes of avoiding a formal Union grievance. Over the course of my experience working at
26 Pacifica, the Unions have also never once filed a grievance over Pacifica’s meal and rest periods or time
27 rounding practices.

28 3. Pacifica is an acute care hospital located in the San Fernando Valley that offers a full

1 range of inpatient and outpatient services, including 24-hour Emergency Care, Surgery, Behavioral
2 Health Services and Maternity. Due to the variety of services offered and the large structure of the
3 hospital, Pacifica's employees work in any one of its 30+ departments, including for example the
4 medical departments of behavior health, surgery, and maternity that include nurses; the dietary
5 departments that include cafeteria and kitchen staff; the housekeeping department; and the
6 administrative department. Each department operate independently, such that scheduling issues that
7 might affect an employee on any given shift in one department would not affect an employee working a
8 different shift in another department. Because of varying nature of each department, supervisors and
9 charge nurses in each department have the autonomy to decide when and how to implement any of
10 Pacifica's written policies, especially those regarding meal and rest breaks. There is therefore no
11 uniform or consistent approach to meal and rest periods, let alone second meal periods or third rest
12 periods.

13 4. Pacifica's non-exempt employees work one of two shifts at Pacifica: either a 8.5 hour
14 shift or a 12.5 hour shift. At all times relevant to this case, Pacifica automatically deducted only 30
15 minutes from non-exempt employees' shift, regardless of whether any employee worked an 8.5-hour
16 shift or a 12.5-hour shift; employees were paid for all other breaks. I know that if any employee's
17 electronic time record showed that he or she took a meal period that was less than 30 minutes in length,
18 Pacifica's payroll department would add one hour of premium pay. Therefore, if any employee believed
19 that the auto-deduct practice did not entitle him or her to a lawful meal period, he or she could clock out
20 and in for the meal period and Pacifica's payroll department would automatically compensate the
21 employee with premium pay for the missed meal period.

22 5. As a result of the Union-approved auto-deduct practice, there is no record at Pacifica of
23 how many breaks any employee took during any given shift, or for how long any employee was on
24 break. Pacifica's only record of individuals who missed a meal or rest period are those who reported the
25 missed period and received premium pay. Although there may be individuals who for whatever reason
26 were denied a meal or rest period during a shift and failed to report it, such that he or she did not receive
27 premium pay, it is also highly probable and much more likely that there are individuals who took
28 advantage of Pacifica's auto-deduct practice and took multiple and extended meal and rest periods each


1 shift.

2 6. A large amount of Pacifica's non-exempt employees are those who work 8.5 hour shifts. I
3 have reviewed the names of those individuals who submitted declarations in support of Plaintiff's
4 Motion for Class Certification, as well as their personnel files, and have confirmed that Maria Rea, Lilia
5 Torres, Monae Lenn Garcia-Espino, Cynthia Lilian Solomon, Diana J. Pimentel, Monica Valencia, Jorge
6 Valdez, and Leann Arjona were among those employees who worked 8.5 hour shifts at Pacifica.

7 7. I have reviewed Plaintiff's personnel file and confirmed that Plaintiff did not sign a meal
8 period waiver.

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

11 Executed this 14th day of November, 2016 at Sun Valley, California.

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14 Patti Guevara
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1 PROOF OF SERVICE

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

4 On November 15, 2016, I served the foregoing document(s) described as: **DECLARATION OF**
5 **PATTI GUEVARA IN SUPPORT OF DEFENDANT PACIFICA OF THE VALLEY**
6 **CORPORATION dba PACIFICA HOSPITAL OF THE VALLEY'S OPPOSITION TO**
7 **PLAINTIFF KYLE FRENCHER'S MOTION FOR CLASS CERTIFICATION** on the interested
parties in this action as follows:

8 Joseph Lavi, Esq.
9 Vincent C. Granberry, Esq.
10 Lavi & Ebrahimian, LLP
11 8889 W. Olympic Blvd., Suite 200
12 Beverly Hills, California 90211
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15 *Attorneys for Plaintiff Kyle Frencher*

16 BY MAIL

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

23 X BY ELECTRONIC SERVICE

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

28 X Executed on November 15, 2016, at Los Angeles, California.

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

29 
30 Diana V. Galvez